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THE SOLICITORS' JOURNAL.

LONDON, APRIL 7, 1860.

CURRENT TOPICS.

But little progress has been made during the past week in the way of legislation, except so far as it affects the fiscal business of the country. The introduction of the Attorney-General's Bill relating to the Transfer of Land has been again postponed, and it is now improbable that there will be any attempt on the part of the Government to carry it through in the present session. Some opposition to the Bankruptcy Bill has unexpectedly sprung up. The general scope and object of the Bill have been so well described to the House of Commons by Sir Richard Bethell, in one of the ablest speeches upon such a subject ever delivered before that assembly, and so much has already appeared in this Journal and elsewhere upon every one of the topics involved in the measure, that we have abstained from discussing them over again. Indeed, there appears to be marvellously little difference of opinion as to the main principles and administrative features of the Government scheme. As might have been expected, however, it has been attacked in detail; and no doubt a Bill containing 538 clauses is likely to contain much that may be objected to; but we think that a legal contemporary has gone much too far in its sweeping condemnation of the manner in which the Bill has been drawn. The *Jurist*, in its article of last week, calls it a "conglomeration of fragments," and has pointed out some passages in it which are certainly open to observation; but we think that the writer has exhibited an unseemly eagerness to make out a case against the draftsman, and that he has failed to prove it impossible "to pass the Bill until it has been entirely redrawn." The most important points to be considered in the Government scheme, are those relating to the duties and remuneration of official assignees, and also the proposed judicial functions of registrars in bankruptcy. The policy of the provisions for conferring judicial power upon the registrars is very doubtful; but we are not certain that the proposition of the Attorney-General in respect of the official assignees is not about the best that can be offered. Of course, there are a few obvious slips and misconceptions in the Bill, as must always be expected in so voluminous and complicated a production; and there are also many details that will require consideration when the Bill goes into committee, amongst which may be numbered some of those which have been pointed out by the hyper-critical writer in the *Jurist*.

Lord Cranworth has introduced a useful Bill to confer upon trustees for sale such powers as are now usually conferred in deeds for that purpose. The Bill is one of those recent attempts to shorten legal instruments, so many of which have been made of late years, unfortunately, however, yet without any great effect.

The Law and Equity Bill will no doubt be dropped altogether, in consequence of the observations upon it by the Master of the Rolls and the three Vice-Chancellors which have been published, and which appeared last week in this Journal. It is down, however, for a second reading.

Another Bill, interesting to the profession, now before Parliament, proposes to abolish the oaths now required to be taken by practitioners.

The Court of Chancery Bill has not yet passed through committee in the House of Commons. It is not unlikely that some discussion will arise upon the clause relating to the appointment of a new Chief Clerk at the Rolls; at least as to the principle involved in that clause, for as to the qualifications of the gentleman whom it is proposed to appoint as third Chief Clerk, there is a remarkable unanimity of opinion. There is a strong impression abroad, however, that there should be no such disproportionate increase of Chamber or administrative functionaries, as to compel the Chancery judges to delegate to them any part of their own proper judicial functions. Assuming this notion to be correct, the question of the number of chief clerks to each judge is merely one of the ratio of judicial to administrative power in Chancery business. We hope the valuable suggestions in reference to practical amendments in the detail of chancery procedure, which have recently appeared in this Journal, may have been made soon enough to find embodiment in the present Bill. If nothing more is done than to put an end to the trouble and vexation arising from the existing rule, which requires the counter-signature of a Registrar or the Master of Reports and Entries, of every cheque delivered out by the Accountant-General, our correspondent "F," who has brought the matter under the consideration of the profession, will have achieved a very useful practical amendment in Chancery procedure.

The second reading of the Incorporated Law Society's Attornies Bill stands for the 18th of April, and the Society has published a statement in support of it, with which we hope to have an opportunity of presenting our readers next week.

The Law of Property Bill, strange to say, has arrived very nearly at the stage of enactment without exciting any discussion; although, as we have already pointed out, some of its provisions afford matter for observation. For instance, the avowed object of the Bill with respect to judgments is merely to place freehold and copyhold estates upon the same footing as leaseholds, yet it goes much further, inasmuch as it defeats registered judgments as equitable charges upon lands of any tenure; and, moreover, it abolishes the only existing register of incumbrances on landed estates, without providing for it any substitute. Surely if nothing more could be said on the subject, this should be enough to make our legislative lawyers look to this Bill.

Mr. Russell Gurney, Q.C., the Recorder of London, is now spoken of as the new common law judge, and it is said that in the event of his elevation Mr. Stuart Wortley will be probably restored to the recordership.

The Inns of Court Volunteer Corps will march into the country—to some place to be named before the day—on next Friday.

RESIDUARY DEVISES.

Is a devise of real estate, whether particularly described or residuary, since the 1st Vict. c. 26 came into operation, as it was before that period, specific? As there is a conflict of decisions upon this question, we propose, in a spirit of profound deference to the authorities of those learned judges who are at issue upon it, to offer a few observations with the view, we hope we are not presumptuous in saying, of its proper solution. We will first see how it was that every devise of land, at all events before the 1st January, 1838, was held to be specific; and then proceed to consider how far the reasons for that rule are or are not applicable to residuary devises comprised in wills which come under the operation of 1 Vict. c. 26. And if it be shown that the reasons for considering residuary devises as specific in the case of wills made before the 1st January, 1838, do not apply to such devises contained in wills made since 31st December, 1837, we think we shall be entitled to conclude, that with the reason the rule ceases. *Cessante ratione legis*

cessat ipsa lex. First, then, why were all devises of land made before 1st January, 1838, the period at which 1 Vict. c. 26, came into operation, specific? Prior to the statute 32 Hen. 8, c. 1, lands were not devisable; but by that statute, and afterwards more explicitly by 34 Hen. 8, c. 5, that restriction was done away with. The prohibition against the alienation of land by will had its origin in the introduction of feudal tenures, with which the power of alienating land without the consent of the lord was inconsistent. By degrees that restriction was relaxed, and persons were permitted to dispose by will of the use of their lands. This disposition operated as an appointment of the use, in the nature of a legal conveyance. The courts of law, therefore, applying to a devise of uses the same doctrines as were applicable to a legal conveyance, held that such a devise could only operate on the lands of which the devisor was actually seised at the time at which he executed his will, and not on any after acquired lands; inasmuch as there could be no legal conveyance at common law of what a man might acquire *in futuro*.

The statutes of wills (32 Hen. 8, c. 1, and 34 Hen. 8, c. 5), adopting the same principle, empowered persons "having" manors, lands, &c., to dispose of them by will in writing. Under these statutes no more than two-thirds of lands held by knight's service, could be devised; but when military tenures were abolished and knight service and the other modes of holding land were converted into common socage, the operation of those statutes was extended to all estates in fee simple.

In *Butler & Baker's case* (3 Rep. 30 b.) it was held that as the above statutes only empowered persons "having" lands, &c., to devise the same; a person could not devise lands of which he was not seised at the time of making his will. "First, on this word 'having;' and, therefore, if it be asked '*quis potest legare*,' the makers of the Act answer every person *having* manors, &c. So that it is not said every person generally, but every person having, &c. And this word 'having' imports two things, *scilicet*, ownership and time of ownership; for he ought to have the land at the time of the making of his will, and the statute gives such person having manors, &c., authority to devise two parts of his lands which he hath; and more he cannot devise, for his authority does not extend to more. . . . . And every devisor ought to be a person having, &c., at the time of the making his will, within the provisions of this Act."

The statute law, therefore, following the common law, said that the devisor must be seised at the time of the execution of his will of the lands devised by him, otherwise they would not pass, unless the will were republished. That the statute law followed the common law in regard to restricting persons from devising any more lands than those which they held at the date of their wills, is evidenced by that rule applying in the case of devises by custom. The origin of the rule then was, not in the language of the statutes of wills, but in the common law. Thus then we have the reason of the rule that a will of real estate, at all events prior to the operation of 1 Vict. c. 26, took effect only on the lands of which a testator was seised at the date of his will.

But this also was the reason why every devise, whether in particular or general terms, was specific. "Every devise of land" said Lord Eldon (*Howe* v. *Earl of Dartmouth*, 7 Ves. 147), "whether in particular or general terms, must of necessity be specific from this circumstance; that a man can devise only what he has at the time of devising. Upon that ground in a case at The Cockpit, it was held that a residuary devisee of land is as much a specific devisee as a particular devisee is."

All devises then, of land prior to 1st January, 1838, were specific, because they operated only on the lands of which the devisor was seised when he made his will.

Now is that the case with reference to devises coming under the operation of 1 Vict. c. 26? We apprehend that no one will answer in the affirmative; for that Act says "that every will shall be construed, with reference to the real and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention shall appear by the will." Thus then it seems to us that since the 1 Vict. c. 26, came into operation, we have lost the reason for every devise of land being of necessity specific. For before that Act a devise could only take effect on what a testator had when he made his will, and therefore the devise was specific. Now it can operate on after acquired land, and therefore the reason for the devise being necessarily specific no longer applies; in fact, as it appears to us, every devise is not now necessarily specific.

These observations have been called forth by what fell from Sir J. Stuart, V.C., in a recent case of *Pearmain* v. *Twiss* (8 W. R. 329), in which his Honour seemed disposed to follow *Eddels* v. *Johnson* (1 Giff. 22; s. c. 6 W. R. 401), in preference to the cases of *Dady* v. *Hartridge* (6 W. R. 834), before Sir R. T. Kindersley, V.C., and *Rotherham* v. *Rotherham* (7 W. R. 368), before Sir J. Romilly, M.R. In all these cases the question was raised, as to whether the late Wills Act altered the nature of a residuary devise of real estate. Sir J. Stuart is of opinion that it does not; while the Master of the Rolls and Sir R. T. Kindersley are of a contrary opinion. It has appeared to us, that if the true reason of the rule which prevailed prior to the operation of the late Wills Act were considered, such consideration might lead to a unanimity of opinion among the equity judges; and it is with that view, and in a spirit of deference and respect, that we have ventured to make the foregoing observations.

ARTISTIC PROPERTY BY COPYRIGHT AND POSSESSION.

As an artist has no copyright in his works at common law, it follows that the only copyright a sculptor can obtain in his works is statutable. The Sculpture Copyright Acts are two in number, namely, 38 Geo. 3, c. 71, (A.D. 1798,) and 54 Geo. 3, c. 56, (A.D. 1814.)

The works entitled to protection under these Acts are:—1. Any new model, or copy or cast made from such new model, of any bust or any part of the human figure, or any statue of the human figure, or the head of any animal, or any part of any animal, or the statue of any animal; 2. Any new model, copy, or cast from such new model, in alto or basso relievo, or any work in which the representation of any human figure or figures, or the representation of any animal or animals, shall be introduced; 3. Any new cast from nature of any part or parts of the human figure, or any part or parts of any animal; 4. Any new and original sculpture, or model, copy, or cast of the human figure or figures, or of any bust or busts, or of any part or parts of the human figure clothed in drapery or otherwise, or of any animal or animals, or of any part or parts of any animal combined with the human figure, or otherwise, or of any subject being matter of invention in sculpture, or of any alto or basso relievo representing any such matters and things; 5. Any cast from nature of the human figure, or of any part or parts of the human figure, or of any cast from nature of any animal, or of any part or parts of any animal, or of any such subject containing or representing any of such matters and things, whether separate or combined. The person making or causing to be made any of the above works is the proprietor, and as such is entitled to the copyright in them. The term of copyright in any work is fourteen years, commencing from the date of its first publication. It is a condition precedent to such copyright that the person who made the work or caused it to be made, shall have placed his name with the date of publication thereon previous to publication and exposure to sale; and if the person who thus made or caused any

such work to be made be living at the expiration of such term of fourteen years, and shall not have divested himself of the ownership of such copyright, then the copyright enures to him for a second term of fourteen years, commencing from the expiration of the first term. By 14 Vict. c. 104, ss. 6-7, (A.D. 1850,) the proprietor of any sculpture, model, copy, or cast within the protection of the Sculpture Copyright Acts, is entitled to the benefits of these Acts, upon the registration of such sculpture, &c. These Acts are applicable to the United Kingdom, exclusive of the Isle of Man and the Channel Islands.

In a previous article on Artistic Property, we discussed at some length the question of publication by exhibition. The remarks there made are as applicable to works of sculpture as to paintings and sketches. Consequently, a cast exhibited in the Royal Academy is entitled to protection from piracy, although neither the name of the proprietor nor the date of publication has been engraven on it. And it will be equally piracy whether the work of sculpture is copied by means of a model, drawing, or engraving. It would be peculiarly hard upon the sculptor were this otherwise; for as the term of copyright commences from the date engraven on the model, cast, or work of sculpture, and the marble copy from the model generally remains, many years after the exhibition of the model, in the studio of the artist, to acquire from his lingering touch the final polish, it would often happen that the copyright had expired previous to the departure of the statue from the studio. Neither will the publication of a portion of a figure, or of a group, amount to a publication of the whole. The publication of a bust does not entitle anyone to copy the entire statue; it is only the bust itself that is published. "Suppose," observed the Master of the Rolls in Ireland, in the case of *Turner* v. *Robinson*, "there was no Copyright Act in force for the protection of literary works, and that the only protection was that afforded by the common law, is it to be said that if Sir Archibald Alison had first published the epitome or abridgment of his history of Europe, which is in one volume, that any person who could have got a copy of the work itself in ten volumes, could have published it, and insisted that the publication of the abridgment had deprived the author of his common law right to the work itself?"

The soundness of the judgment given in the case of *Turner* v. *Robinson* has been questioned by several correspondents. Exception has been justly taken to a judge introducing evidence in his judgment not previously before the Court; although he may order such evidence to be verified before filing the decree. We believe that the question will be tried on appeal. This point, however, in no way affects the general principles upon which this enlightened judgment was grounded. In order to test its soundness we must first consider what is meant by the publication of a work of art. What is artistic property? Is it common property capable of bestowing no further possession than that of custody, so that once escaped it becomes the booty of the first captor? or is it property, in the ordinary acceptation of the word, such as to require intention on the part of the owner previous to severance? In some degree it may be considered as belonging to both species of property. On the one hand, the interests of society demand that the copyright in a work of art should not be made perpetual; on the other hand, the interests of society equally require that the artist should have sufficient remuneration from the work of his hand and mind, to induce him to bestow upon them his time and labour. The just conclusion, therefore, seems to be that no artist or proprietor of any work of art should be deemed to have published the same, unless an intention to that effect is expressed or implied, and that such intention should not be too jealously regarded. As, for instance, if a picture is engraven and sold without the name of the proprietor or date of publication thereon, the neglect to comply with the requirements of the Copyright Act may be considered to amount to an implied intention on the part of the proprietor to waive his copyright in the picture. So, likewise, in regard to the exhibition of a model in a gallery where the public are freely admitted to copy. But when such intention is not only not implied, but the direct contrary is expressed, as when an artist exhibits a picture for the purpose of obtaining subscribers to a proposed engraving, or sends a model to an exhibition at which the public are only admitted on sufferance, the interests of the proprietor should be strictly preserved.

If the judgment in *Turner* v. *Robinson* be correct in principle, we have been asked, where was the necessity for 13 & 14 Vict., c. 104, s. 3? and for 14 Vict., c. 8? The first of these Acts rather tends to confirm the view there taken than otherwise. It is provided by s. 3, that the provisional registration of a design shall show such an intention on the part of the proprietor to retain the ownership as shall enable him subsequently to register it under the Design Acts, unless he shall negative such intention by exposing the design in any place, whether public or private, in which articles are sold, or exposed, or exhibited for sale, and to which the public are admitted gratuitously. The Act therefore simply declares in respect to provisionally registered designs, what the Master of the Rolls in Ireland has declared in respect to pictures (the reason for requiring a provisional registration depending on other grounds than that of publication viz., the identity of the design exhibited) so that, if a design is exhibited anywhere, without being first either registered or provisionally registered, such neglect amounts to a publication by inference. The second statute is solely for the protection of exhibitors of new inventions at the Great Exhibition of 1851. Its whole object and effect is to enable either exhibitor to plead that statute, and does not affect the present question one way or the other.

We have in this and the previous article endeavoured to show that the position of an artist in respect to the publication of his work by exhibition or otherwise, is not quite so bad as generally is supposed. There is another point on which there are grievous and just complaints. It has been held that a painter has no power by the artistic copyright statutes to prevent the sale of spurious pictures having his signature or monogram fraudulently attached. In this respect he is entirely unprotected, and we regret to have observed many failures to obtain justice in cases of this kind; as between vendor and purchaser, the latter can sue the former for selling him a spurious article, but between the vendor and the artist there is no privity, notwithstanding that the artist is injured by the sale of the spurious picture, both in pocket and reputation. In a recent case,* it was decided by the Criminal Court of Appeal, that painting the name of an artist on a spurious picture is no forgery, for a forgery must be of some document in writing, and it was accordingly held that the artist's name in such a case must be looked at merely in the nature of an arbitrary mark, made by the master to identify his own work—but the same mark may also enable others to identify thereby the master's work, and if fraudulently copied on a painting, may induce a purchaser to buy a spurious picture on the faith that the mark on the painting implies that the picture is what it purports to be.

An artist, as an artist, is not a trader; yet instances have occurred where an artist has been permitted under the existing law of Bankruptcy to avail himself of the protection there afforded, as one who seeks his living by buying and selling, or by the workmanship of goods and commodities.

At the present moment the question of trade-marks is exciting great attention amongst the mercantile community. The subject is still *sub judice*, and will pro

* *Regina* v. *Closs.*

bably have to be settled by an Act of Parliament; should this be so, it would be advisable that any protection granted to traders, in respect to the piracy of their trade marks, whether by treaty or statute, should also be extended to artists in respect to the fraudulent copying of their signatures and monograms.

It is not impossible that the whole question of artistic property will itself, before long, engage the attention of the legislature, as we perceive that a memorandum of reasons in favour of a Bill to establish artistic copyright, has been prepared by the Council of the Society of Arts, which is shortly to be laid before her Majesty's Ministers; and we trust it will have its due influence in the proper quarter. C. E. J.

LAW EXAMINATIONS.

It is impossible to overrate the importance, both to the legal profession and to the public at large, of having the examination for the admission of solicitors and attorneys of a nature so searching and satisfactory that the bare fact of a man being "a solicitor" should at once stamp him as having a competent amount of legal knowledge and of legal skill. To the profession it is important, in order that the general tone and position which solicitors hold, or ought to hold, in the public esteem, should not be lowered or detracted from by the ignorance or incapacity of men wholly unfitted for duties and functions which they may be called upon to perform, and wholly unworthy of being enrolled as members even of the "inferior branch" of the legal profession. To the public it is important, in order that they may look upon a solicitor as a person who has been duly tested and approved by appointed authorities "learned in the law;" as a person holding a public certificate of tried proficiency in the science and practice of the law. It is certainly desirable that the public should be able to turn over the leaves of the "Law List" with the comfortable assurance that there is not a man among the hundreds of solicitors, town and country, whose names figure in those pages, in whose hands any business of whatever nature, be the property at stake ever so valuable, or the interests ever so vital, might not be placed with some confidence of its being done justice to. And in this it is of the first moment that the public should not be deceived; but in order that they may not be so deceived, it is essential not merely that every student should be made to pass the Rubicon which flows between him and the land of solicitors, but that the Rubicon should be a real *bonâ fide* stream, requiring some practice and no little training before it can be safely passed, and neither a mere narrow puddle which a child could jump over, nor a muddy ditch with a cunning contrivance of stepping stones where a clever man may easily miss his footing and fall into the mud, while his stupid and idle companion (especially when he happens to have been "coached up" by some experienced hand who has been over before and knows every inch of the way), crosses over in triumph to the other side. In plain language, it is essential that this examination should be one pre-eminently adapted to try the candidate's *real* knowledge and *real* capabilities; an end which, we maintain, is too frequently lost sight of under the system of examining at present pursued.

We readily confess that there are few things more difficult than to frame a set of examination questions in a manner so unexceptional as utterly to exclude "cramming," and to give the best place to the best man; but at the same time we cannot disguise from ourselves that a very great improvement might, and ought, to be made in the *kind* of questions put at the law examination. If our readers will glance over any collection of the past examination papers, they cannot, we think, fail to discover many questions which are totally unfit, and many which are, to say the least, ill-suited for the purpose for which they were designed. There is one class of questions which are exceedingly prevalent throughout all the old examination papers, and which still appear to be great favourites with the examiners; we mean what may be called, perhaps not altogether inappropriately, "time questions."

The two following will serve as examples of this class.

1. (Common Law.) "Within what time must a party called upon to admit documents either admit or refuse to admit?"

2. (Equity.) "An appearance being entered on the 2nd day of November, what is the last day for demurring?"

Now, these are excellent questions in themselves doubtless, and we are far from denying the advantage of being able to carry the answers to questions of this class in your head; but we object to them on the ground that they literally force "cramming" on the unfortunate candidate, whether he will or not. Who, we would ask, could go up to be examined with any confidence at an examination in which he knows there will be a fair sprinkling of "time questions," without learning off by heart as many as he could possibly hold? And when one looks at the hundreds of different "time questions" which may be put in each branch, how can one wonder at the bewildered student, in his utter hopelessness and despair, turning as a last resort to the wholesale cram as his only hope of salvation, as his only chance of escape from the dreaded pluck?

There is another class, of which frequent examples may be met with in going over the papers of the past examinations, which may be christened the "mysterious" class. We have taken one or two examples quite at hazard from a collection of the questions put at the examinations from the commencement down to the present time by Mr. Wharton, which we have now before us. We have taken them just as they chanced to strike us in glancing over the pages, and they will therefore probably be fair examples of their class.

3. (Equity.) "Name the distinguished Chancellors who reduced the system of equity to order, and to whom, above all, is the greatest share of merit ascribed in this respect."

This is a very fair specimen of the "mysterious" class. Who, in the opinion of the examiners (for, after all, it is a mere case of individual opinion,) did most to reduce the system of equity into order? You don't know—very good, then you are obviously unfit to be admitted on the Rolls. Suppose a client were to drop into your chambers one fine morning, and, after settling himself down into your office chair, were to ask you whether you considered Lord Bacon or Lord Hardwicke had done the greatest share of the dirty work of reforming the system of equity? and suppose you were unable to tell him! you would disgrace our honourable and learned profession by such gross ignorance of one of the fundamental principles of law! Such would possibly be the answer of the examiners to any unfortunate candidate who was so absurd as to attempt to argue that his not answering the question was not sufficient ground for plucking him out and out. No doubt we should be told that no one would ever be plucked for failing to answer such questions—that they were merely put to give candidates who *did* know a chance of showing it; but that to answer such questions was by no means a *sine quâ non*, &c. &c. Our reply to that is, then why are they allowed to creep into the papers? Why are such questions asked? They are not, you say, to be answered as a *sine qud non*,—why then are they permitted at all? Are they supposed to reflect credit on the ingenuity of the propounder? Or are they inserted as a proof of what the examiners can do in that way if they only choose? If this is the solution of the matter we really think that the examiners will for the future do more for their reputation by omitting such questions than by inserting them.

Here are two others of a similar sort:—

4. (Common Law.) "What is the law as to the payment of debts of relations and third parties?"

5. (Equity.) "What is the intention of a show-cause summons usually taken out before the chief clerk prepares his certificate, and when must it be taken out?"

The first of these two questions is wholly unintelligible to us. What the examiners expect for the answer to this question, we cannot conceive. What separate law is there for the payment of debts of relations as distinguished from third parties? The mystery in which this first question is enveloped is only to be equalled by the still darker mystery of the second. In the name of common sense, what is a show-cause summons? Has anybody ever heard of such a thing as "a show-cause summons usually taken out before the chief clerk prepares his certificate?" We shall be deeply indebted if any of our readers who are well versed in chancery practice will enlighten us as to the "show-cause" summons.

We might go on for an almost indefinite period picking out questions of this kind; but as our object is rather to call the attention of our readers to what we consider the evils of this examination than to attempt to go into the matter fully ourselves, we will content ourselves with quoting two other questions and no more.

6. (Equity.) "By what mode of taking evidence do you consider the truth is arrived at the nearest?"

Here is a question which seems to us very ill adapted for the purposes of this examination. It is still open to argument on both sides. How can the examiners possibly say that one man is right and another wrong in a case of this sort? "Who shall decide where doctors disagree?"

7. (Common Law.) "Make out a plaintiff's bill of costs on a

judgment by default, with a judge's order to proceed as if personal service had been effected, on *both scales*."

This perhaps is an excellent question in itself; but when we consider the position of the candidate who is expected to answer it, we cannot help exclaiming vehemently against it. A common law managing clerk might, and most probably would, be able to sit down and knock off such a bill of costs offhand. But this examination is not intended for managing clerks. It is intended for youths who have for five, or in some cases for only three, years, studied the law with a view to get a correct idea of the fundamental principles of each branch; and they have quite enough to do in the time without hoping to obtain such a mastery over the subject of common law costs as to enable them to answer such questions as this. How many solicitors after twenty years of practice would be able to make out a bill of costs of this kind offhand? We are inclined to think very few indeed.

An important step in the right direction was made a short time since, and it has, we believe, met with universal approval. We allude to the extension of the time for examination from one day to two; but we regret that the examiners saw fit to counteract the benefit of such extended time by still continuing the practice of allowing only a given limited space for each answer, and thus forcing a candidate to "write to order," as it were. This, we believe, was done to save the examiners trouble, and to enable them to go through all the papers in the shortest possible space of time; but with every respect for the examiners, and with a sincere desire to save them from the loss of one moment more of their valuable time than can be possibly avoided, we must protest against this plan *in toto*. In examinations at the universities the universal system is to allow each student to write his answers his own way and at his own length; and if such a system be considered necessary where a merely honorary distinction is in question, how much more ought it to be regarded as necessary where a man's future prospects may be said to depend on the result of his examination? We cannot consider it as an excuse for the examiners that they undertake the duty as a work of love. If they consent to perform such duties, they are bound to perform them thoroughly and to the best of their abilities.

These are days of reform, not only of the law itself, but of everything connected with it. Surely it is high time that the subject of examinations and examiners is looked into. There can be few subjects more worthy of attention; none, we feel sure, affording more ample room for improvement.

ACCOUNTANT-GENERAL'S OFFICE.

[COMMUNICATED.]

It is very gratifying to me to find that my few remarks on the counter-signature question have been thought worthy of notice in a leading article in your Journal: and especially of one showing such an evident knowledge of the whole subject, and ability to treat it, as that in your last number.

But I must admit that when I addressed you on such a plain absurdity, I did not expect to be challenged for my views on the much larger and more difficult question of the total abolition of the Accountant-General's office.

I cannot say I have never had this subject in mind; but I doubt that I have given to it all the consideration which it requires.

At present your views and mine do not quite agree, but we are not, I think, very wide apart; and I can narrow the issue at once by answering your question: "Why one set of books would not do?" I think one set of books *would* do.

But here we part company, to a certain extent. My plan would be to have the one set of books kept by the Accountant-General's office and not by the Bank. I would make the Bank simply the bankers of the court. The Court of Chancery is a trustee of the funds in its custody, and should keep the separate accounts of its *cestui que trusts*.

If "John Bull" is a trustee of a given sum of money for, say, fifty infants or married women, he puts that sum into the Bank of England, (probably in the shape of stock, but that does not matter) and he keeps his own separate accounts between him and the parties for whom he is trustee. The Bank deals with him as an individual, and takes no notice of his *cestui que trusts*. In the common case of a partnership, the firm keeps but one general account at its banker's, and the separate accounts of the partners are kept by the firm in its own books.

If, however, the Court chose to delegate the keeping of its trustee accounts to the Bank, and the Bank chose to undertake it; of course it might be done: and, assuming for the purpose of the argument that this would be a correct course, we here come to money considerations, on which you may have some information, which I have not.

Would the Bank undertake to do all that the Accountant-General's office now does (or all that is necessary) for the same profit they now get? I doubt it. If I am right, there would then be an increase of expense on that head.

The Attorney-General, in his speech on the new Bankruptcy Bill, has stated that the remuneration by way of per-centage paid to the Bank for keeping the cash in bankruptcy is about £3,000 a year. This appears to be over and above the profit of the floating balance; and, be it remarked, the Bank keeps no duplicate set of books in bankruptcy. It is simply the banker of the Court.

The writer of your article refers to the Bank branch in Basinghall-street, and appears satisfied with the plan pursued there. I hope he is aware that *the Accountant-General's office in Bankruptcy keeps the separate accounts of the suitors there*, and that the Bank keeps the money and stock in mass.

The system adopted there is just what I should propose to adopt in Chancery-lane.

We may assume that this system has been found good on investigation; for it was proposed by the Bankruptcy Bill of last year to abolish the Accountant-General's office in bankruptcy, but by the Bill of this session it is proposed not only to continue the office, but to extend its operations.

Now, it is plain that the chancery funds and accounts must cost the Bank a good deal more than the bankruptcy funds, so that chancery must be paying the Bank (in the shape of a large floating balance, probably) a good deal more than the above £3,000 a year. I think I can show that a great saving might be made here on my plan.

I think it will be found the writer of your article is in error, if he assumes, as he seems to do, that the business of the Bank Chancery office is a duplicate of that done at the Accountant-General's office. And allowing for the elision of much that is unnecessary (on which I propose to say a word or two), I think it is plain that if the Bank became the sole office, it must do a good deal of work which it does not do now. It must draw some sort of cheque or warrant to pay out money. This would be no slight extra trouble. The chancery cheques issued in the year I should put at 40,000. The Bank must give certificates of the funds in court, and transcripts of the books, none of which it makes now. It would have to prepare powers of attorney, and see that the money went to the right person. With this it has now nothing to do. The Accountant-General's office sees to it, and the function of the Bank is merely to observe that the person empowered (who is named on the back of the cheque) has written his name across it.

The number of powers of attorney issued in the year must be several thousands.

It seems hardly correct to put the Bank in the position of the *original* office. True it pays the money and registers the payment; but it does so only on the cheque (or certificate, if you will) of the Accountant-General. The Accountant-General interprets the order of the Court, and tells the Bank what to do under it.

When, for instance, a cheque is presented at the Bank, I believe all the Bank does is to see that there is money enough on the particular account to answer that cheque. If there is, the cheque is paid. Can it be said the Accountant-General would not be responsible if that cheque was drawn upon a wrong account or for too much money?

With the Accountant-General-mastership I have nothing to do. Some sort of signature or affix must be put to cheques or their substitute; but whether the existing is the right one is not for me to show. I take it every Accountant-General's clerk is an officer of the Court, and responsible to the Court for what he does; and I cannot tell but that he might sign cheques as well as the Accountant-General.

The chink of money is musical to the ears of the writer of your article, and he finds the Accountant-General's office unattractive from its absence. But he knows that the money-keeping and the account-keeping are separated at all large money establishments. He will find this to his sorrow if he tries to get a chancery cheque cashed at the Bank, or, worse still, to pay money into court there. If he has not a mental photograph of the labyrinth of passages and offices he must pass through, he will think the old lady in Threadneedle-street has a witch-like satisfaction in torturing her admirers, and is very loth to part with them when once in her embraces. But of course the account and money keepers need not be kept a mile or more apart

The consideration I have given to the matter would lead me to propose the following as the right plan:—To leave the keeping of the separate accounts of the suitors entirely to the Accountant-General's office, and to let the Bank keep the cash and stocks in one general account for each, giving it (*i.e.* the Bank), in one shape or other (which could be easily enough arranged), a less profit than it gets now, and carrying the rest to the credit of the Suitors Fund. Leaving a smaller balance of cash at the Bank than is usual now, and investing the overplus, is probably all that would be necessary.

I would then provide that the Bank should have in the Accountant-General's building in Chancery-lane, the same sort of "Branch" as it has in Basinghall-street.

This consists, I believe, simply of two clerks, who attend each day with money enough to pay all dividend warrants issued by the Accountant-General's office. They do not receive money, but I should suggest that in chancery they might receive as well as pay.

Your article admits the capacity of the Accountant-General's staff, and I think very few persons will deny that the work is thoroughly well done. The faults are many, but they are faults of the system and not of its administrators; and if they were, it would not affect the question. It would only be a reason for getting more able men.

The present question is not of reforming the system, and I have occupied a great deal of your space already, but I should like to refer shortly to a few points, where it seems to me vexatious hindrances might be done away with, and much expence saved, and the practice brought to very much what you advocate.

For instance: Why should a "direction" of the Accountant-General be necessary for the payment of money *into* court? People don't pay *in* money without good cause, whatever they may do (if they can) as to getting it out. The order (or affidavit under the Trustee Relief Act, and certain other cases) would define the account to which it should go, or the solicitor might be made to certify.

Why should it be necessary to obtain the direction of the Registrar for a sale or transfer of stock? Surely the order of Court is direction enough, and the Accountant-General is able to understand it. Both these matters are downright nuisances in times of pressure, and, I should think, no less nuisances to the officers than to the profession.

Why should the Accountant-General make a certificate of every sale, purchase, or other dealing with stock, &c.? If required, he could be asked for one; at present, these certificates are quietly buried in the Report office, and at a guess I should say not one in a hundred is disinterred (perhaps fewer). Why should not the Accountant-General pay the representatives of a dead person (where his interest passes to them) on production of probate, &c., like the Bank of England does? Under the new consolidated orders he can pay if the words "or his legal personal representatives" are in the order. Why not without? And generally, why should not the Accountant-General carry out an order on its being left with him, without the eternal little writings called "requests?"

I do not know why the solicitors should not prepare powers of attorney; but the Bank prepares its own powers. I certainly see no reason why orders should not be drawn up with figures and schedules, as suggested in your article. But here I do not quite follow you. The drawing of the order rests with the Registrar, and I am not aware that the Accountant-General's office influences it. I suppose a general order would be wanted before the Registrar could vary the established practice; and I should have thought the Accountant-General would be very glad of such an alteration.

I may add that this last suggestion is identical with one I made several years ago to a gentleman whose opinion is highly valued on such matters, and to whom I found the same idea had occurred. It is certainly hard to say why orders should not work with schedules, when the old Masters' reports were manageable in that shape.

Last but not least:—Why should the Chancery broker buy the total sum of stock to be invested on a given day—and sell the total to be sold,—as I believe he does now?

Viewing the day's transactions as on one general account, why should he not buy (or sell, as the case may be) the difference only? Here would be another immense saving in the year on brokers' commission only.

Probably a further saving might be made by paying the broker a salary in lieu of commission. F.

The Courts, Appointments, Promotions, Vacancies, &c.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Goulburn.)

In Re George Montague Evans.—March 30.—The bankrupt was a solicitor of Farnham.

His Honour gave judgment on the question of certificate. The bankrupt had not been present at the hearing of his case, but Mr. Bagley had appeared to watch the case on behalf of Mrs. Evans. As misapprehension might prevail, he thought it right to state that it devolved upon the Court to appoint the certificate meeting, and that if a bankrupt chose to absent himself it was his own fault. In this case, however, there was no misapprehension. The bankrupt was a solicitor, and this was the second adjudication of bankruptcy against him. The bankrupt got rid of the first by paying the debt of the petitioning creditor, but another creditor having presented a petition the result showed how useless such attempts were to elude justice. The bankrupt knew of the certificate meeting, because he had written to say that he should not attend it. To proceed to the merits; the case was one which he regretted to say was becoming of frequent occurrence. The bankrupt was a money scrivener and also a solicitor. He had received large sums of money, and neglected and betrayed the confidence placed in him, by appropriating the money to his own uses. The greatest confidence was placed in solicitors, especially—as Mr. Lawrence had observed—in country districts. In the country a solicitor was consulted on every occasion, and implicit reliance was placed on him, particularly in investing money. Many persons were under a delusion that no calamity was so great as to get only 3 per cent. from the funds; and the result of that folly they saw every day. In this case the bankrupt succeeded to the practice of his uncle, Mr. Shotter, a gentleman who was respected by every one. It was not long before the bankrupt was betrayed into that which had ruined thousands—a love of speculation. He entered into building speculations, and most wickedly appropriated the money of his clients to those purposes. The result was fearful to contemplate. In the case of the poor peasant, Boxall, the bankrupt had appropriated his little savings —all that he possessed in the world (£190)—in the most heartless manner that could be conceived. In the case of Mrs. Payne, her husband had retired from business with an ample fortune. Mr. Payne had placed the greatest confidence in Mr. Shotter, and he had transferred that confidence to the bankrupt, who was joint trustee with him for a sum of about £20,000. It was the duty of a solicitor under such circumstances to protect his co-trustee; but the bankrupt, at a moment when Mr. Payne was disabled by illness, had taken advantage thereof to commit a most grievous wrong. The account which Mrs. Payne had given with so much clearness, propriety, and grace, was this:—At a time when Mr. Payne was unable to attend to anything the bankrupt had visited him with his two clerks. She suspected something was not right, and refused to leave the room for some time, thinking he might be got to sign something. At length, by desire, she withdrew, and it was then that the deed of wickedness, as she believed, was perpetrated,—that of getting him to sign a power of attorney and under which the whole of the trust fund was ultimately sold out. This was done when Mr. Payne was in a dying state, and incapable of knowing what he was doing, and the two clerks had witnessed the execution of the power of attorney. By this act Mrs. Payne had been subjected to a loss of £20,000, and the anxiety of eight or nine chancery suits. He scarcely ever knew a worse case than this. Having referred to the proposed alterations in the bankruptcy laws, and expressed a doubt whether, in the event of cases like this being transferred to a criminal court, such quibbles and technicalities would not be raised as to render prosecutions worse than useless, his Honour proceeded to state that the conduct of the bankrupt had been of the basest and most wicked description. Next in order to the cases of Boxall and Mrs. Evans were those of Lawrence and Mrs. Merriott. The bankrupt was trustee for Mrs. Merriott under her marriage settlement, and in that capacity he had got from her £350. He had gone through the farce of giving her a pass-book, in which there was a sham account of advances of money to Mr. Truman. Mrs. Merriot's suspicions being excited she had gone to the bankrupt to make inquiries, when in reply to questions, he had said, "I am Mr. Truman; don't tell of me." This was the conduct of Mrs. Merriot's solicitor and trustee. In another case, that of Stephen Pither, the bankrupt had similarly pretended to advance £300 to Mr. Truman, and when pressed for

an answer to the question who Mr. Truman was he had said "There is no such person." In this transaction the bankrupt had plausibly stated that he had kept £3 12s. 6d. back for some trifling matter, to give the transaction the appearance of reality. Could infamy go further? then there was the tearing of the seal off a bond in order to invalidate it—an act wicked in the highest degree. Such conduct as that of which the bankrupt had been guilty was worse than if he had taken money by force, and he was astonished how any man could have been so heartless. A more cruel and heartless case had never come before the Court—one more thoroughly replete with wickedness and fraud. The bankrupt was utterly unworthy of a certificate, and the judgment of the Court was that it be wholly refused, and without protection.

CENTRAL CRIMINAL COURT.

April 2.—The Common Sergeant, at the opening of the April sessions of the Central Criminal Court this day, in the course of his charge to the grand jury, observed, that efforts had been made to relieve the grand jury from the duty of attending this court, and a Bill was at present before Parliament for the purpose of effecting that object. A good many arguments, he said, might undoubtedly be used in favour of such a change; but he had not yet come to the conclusion that it was advisable to effect so great an alteration in the administration of justice in this country. Under the present system the stream of justice flowed through the people themselves, as it were, totally independent of professional or official influence, and this undoubtedly tended to create that confidence which was felt in this country, more than, perhaps, any other in the world, in the administration of the law; and a change ought not, in his opinion, to be effected in that system without very mature consideration.

THE ASSIZES.

Oxford Circuit.

March 31.—It appeared that in the case of the prosecution of Eliza Collett for the murder of her infant child, that the coroner had not returned the inquisition and depositions taken before him. The learned judge (Mr. Justice Keating) made some strong observations on this breach of duty on the part of the coroner's deputy, who had held the inquisition, but stated that the coroner was liable for the neglect of his duty; and his lordship, therefore, imposed upon him a fine of £5.

Western Circuit, Bristol.

(Before Mr. Baron Martin.)

March 30.—In the case of Serafin Manzano, the Spaniard, who was tried at Devizes on Tuesday and Wednesday last for murder, and sentenced to death, Mr. Cole applied to the learned judge to reserve a point for the opinion of the Court for the Consideration of Crown Cases Reserved, under the following circumstances:—The prisoner was unable to speak English or to understand it. The evidence was translated to the prisoner, but the finding of the jury was not, and although he was duly called upon by the officer of the Court to say whether he had anything to say why judgment of death should not be passed upon him, that was not translated to him, but sentence of death was passed, and he had never had any opportunity of moving in arrest of judgment, which he was entitled to under the statute of George 3. The learned counsel cited the case of the Brazilian prisoners who were tried at Exeter, where Mr. Baron Platt reserved the point many days after the trial.

Mr. Baron Martin said that there was a distinction in that case, for the application had been first made at the trial and refused. Here he had already signed the calendar, and had no jurisdiction to interfere, if he had the inclination to do so; and his Lordship expressed his opinion that the prisoner knew enough of English to understand what was passing.

At an adjourned meeting of the magistrates of the county of Lancaster, Mr. Henry Alison, the barrister, was elected the county treasurer.

Mr. Charles Few, jun., of 2, Henrietta-street, Covent-garden, has been appointed a London commissioner for administering oaths in the Courts of Queen's Bench, Common Pleas, and Exchequer.

Mr. L. Jacobs, of the firm of Jacobs, Son, & Vaughan, 6, Crosby-square, has been appointed a London commissioner for administering oaths in the Courts of Queen's Bench, Common Pleas, and Exchequer.

Mr. Herman Merivale, who held the office of permanent under-secretary for foreign affairs, has been appointed to succeed Sir George Clerk as under-secretary for India.

Mr. John Taylor, solicitor, Bath, was on Saturday unanimously elected clerk to the Bath turnpike trust commissioners, in the room of Mr. Philip George, resigned.

Mr. Wansey, the solicitor, has been appointed registrar of the Tolzey Court of Bristol; and on Wednesday, the 28th instant, took the usual oath before the sitting magistrates of the Council-house. The office had become vacant on the resignation of his senior partner, Mr. H. A. Palmer.

At the adjourned annual general sessions for the county of Lancaster, held at Preston a few days since, Lord Stanley was unanimously appointed chairman for the remainder of the year, in the place of the late Right Hon. M. T. Baines.

The appointment of high bailiff to the Bloomsbury County Court has become vacant by the lamented death of Mr. Galsworthy, which occurred a few days since at his private residence in Gordon-square.

Parliament and Legislation.

HOUSE OF LORDS.

Saturday, March 31.

Benefit Societies Rules Amendment.

The Royal assent was given by commission to this amongst other Bills.

Monday, April 2.

Trustees, Mortgagees, &c.

Lord Cranworth brought in a Bill to give to trustees, mortgagees, and others, certain powers now commonly inserted in settlements, mortgages, and wills.

The Bill was read a first time.

Tuesday, April 3.

Bankruptcy Law (Scotland) Amendment.

This Bill, brought from the House of Commons, was read a first time.

Insolvent Members.

A petition of Mr. Hull Terrell, of Basinghall-street, Solicitor, praying for the abolition of the privilege exempting members of the House of Commons from arrest, was read and ordered to lie on the table.

Legal Reforms in India.

The Marquis of Clanricarde postponed the presentation of a petition, of which he had given notice, on the subject of legal reforms in India, until the 23rd inst., when he said he would also present petitions from Calcutta relative to the constitution of the Legislative Council of India.

Lord Stanley of Alderley also postponed the presentation of a similar petition until the same day.

HOUSE OF COMMONS.

Friday, March 30.

Bankrupt Law (Scotland) Amendment.

This Bill passed through committee.

Bankruptcy and Insolvency.

This Bill was read a second time, and committed for Monday, the 23rd of April.

Saturday, March 31.

Extracts of Certificates of Births, Deaths, &c.

Mr. Dodson asked whether the stamp would be impressed on the document, or be an adhesive stamp.

The Chancellor of the Exchequer replied that he thought there was a positive provision in the Act as to the employment of an impressed or adhesive stamp; but the Commissioners of Inland Revenue would take care to provide stamps of both kinds.

Bankruptcy Law (Scotland) Amendment.

This Bill was amended, considered, and ordered to be read a third time on Monday.

Sir J. Barnard's Act Amendment.

The Chancellor of the Exchequer moved for leave to bring in a Bill to repeal the Act 7 Geo. 2, c. 8, commonly called "Sir John Barnard's Act," and the Act 10 Geo. 2, c. 8.

Mr. E. James thought that the Chancellor of the Exchequer and his advisers on this occasion had forgotten the existence of the 8 & 9 Vict. c. 109, which applied to all kinds of gambling transactions, whether in the stocks or otherwise. The Act of Sir John Barnard had become quite inoperative, and he wished to know whether the Chancellor of the Exchequer meant to leave matters as they stood, by repealing an obsolete Act, or was his object to derive revenue from contract notes arising out of wagering transactions?

The Chancellor of the Exchequer said the members of the Stock Exchange were of opinion that they were under a peculiar law applicable to themselves, the effect of which was to proscribe and render penal not only what was understood as time bargains and wagering transactions, but also business in the funds as ordinarily and usually conducted. His desire was to repeal an exceptional Act which dealt with the members of that profession, and to leave them subject to the general provisions of the law known as the Wagering Act.

Leave was given to bring in the Bill, which was then read a first time, and the second reading fixed for Thursday, the 19th April.

Monday, April 2.

Attorneys, Solicitors, Proctors, and Certificated Conveyancers.

A petition was presented by Mr. Wise from the attorneys and solicitors of Stafford in favour of this Bill.

Bankruptcy Law (Scotland) Amendment.

This Bill was read a third time and passed.

Public Charities.

Mr. Hardcastle obtained leave to introduce a Bill to facilitate the appointment of new trustees to public charities.

The Bill was read a first time, and ordered to be read a second time on Wednesday, the 18th of April.

Tuesday, April 3.

The Receiver-Master of the Court of Chancery in Ireland.

Colonel French said, the noble lord at the head of the Government was aware of the statement which had been made, that the Lord Lieutenant of Ireland, in defiance of precedent and custom, had chosen to appoint a legal functionary to the office of Lord Lieutenant of the county of Londonderry. It had been stated that this legal functionary did not possess property in the county beyond a small leasehold of 100 acres, while the qualification was £200 a-year in fee. He hoped that during the recess the noble lord would direct inquiries to be made whether the gentleman to whom he had referred possessed the amount of property necessary to qualify him for the office to which he had been appointed.

Courts of Probate (London and Dublin).—An account of the annual salaries of the judges, the registrars, deputy registrars, clerks, and all others holding offices in the Courts of Probate in London and Dublin, together with an account of all fees and monies received in the year ended 31st of December; also an account of all fees received by the district registrars of the said Courts in England and Ireland, and the disbursements made thereout in the same year; and a return of all compensations made payable under the authority of the Probate Acts for England and Ireland respectively in the year ended the 31st of December, 1859, have been returned and ordered to be printed.

NOTICES OF MOTION.

HOUSE OF LORDS.

Friday, March 30.

Divorce Court.

This Bill to be read a second time on Tuesday, the 17th instant.

Marriages (Extra-Parochial Places).

The Committee appointed for Tuesday, the 17th, to meet on Thursday, the 19th instant.

Trustees, Mortgagees, &c.

This Bill to be read a second time on Monday, the 23rd inst.

Saturday, March 31.

Lord Somerhill.—To present a petition from certain natives of India, praying for legal reforms, and for their admission into higher offices of Government than are now opened to them, on Tuesday, the 3rd of April.

HOUSE OF COMMONS.

Friday, March 30.

Transfer of Real Estates.

The Attorney-General has postponed bringing in this Bill until after Easter.

Monday, April 2.

Malicious Injuries to Property Act (Amendment).

Mr. Paull.—To bring in a Bill on this subject on an early day after Easter.

Recent Decisions.

[*Equity, by* Martin Ware, Esq., *Barrister-at-Law; Common Law, Criminal Law, by* James Stephen, Esq., *Barrister-at-Law.*]

EQUITY.

Lord St. Leonards' Act—Breach of Covenant to Insure

Page v. *Bennett*, 8 W. R., V. C. S., 300, 339.

The 4th section of Lord St. Leonards' Act, 22 & 23 Vict. c. 35, gives power to the Court of Chancery to relieve a lessee against forfeiture for breach of a covenant to insure in cases where there has been an accidental omission to insure, but an insurance has actually been effected and is on foot at the time when the application to the Court is made. It appears, however, from the present case, that the lessee must be actually threatened with proceedings by the lessor to enforce the forfeiture, before the Court will interfere. The tenant had, indeed, been served with a writ of ejectment by an intermediate lessee, on the ground of the breach of covenant contained in his underlease, and had filed a bill to restrain him from proceeding in the action. The bill was amended for the purpose of extending the injunction to the original lessor; but the bill as amended did not allege that he had actually taken or threatened proceedings against the tenant, to enforce his right of forfeiture; and the Court, on that ground, allowed a demurrer to the bill.

A more important question was decided, when the bill had been amended by striking out the name of the original lessor as a defendant, and the cause came on to be heard on the merits. (See the report in the current number of the *Weekly Reporter*.) It appeared that the covenant to insure had been entered into in 1854, before the passing of Lord St. Leonards' Act, and it was accordingly contended that the 4th section was not retrospective, and that the jurisdiction of the Court did not extend to covenants made before the passing of the Act. A similar point had been considered in *Dodson* v. *Sammell* (8 W. R., 252). Vice-Chancellor Kindersley there decided that the 35th section, indemnifying executors against the covenants in the testator's leases had not a retrospective operation, as he could not suppose that the Legislature had any desire to interfere with the existing rights.

Vice-Chancellor Stuart has, however, come to a different conclusion respecting the 4th section, and has held that it applies to previously existing leases as well as those executed subsequently to the passing of the Act. We expressed an opinion at the time when *Dodson* v. *Sammell* was decided, that the case would take the profession by surprise (ante, p. 349); and the present case seems to show that there will not be a uniformity of decision in the various branches of the Court as to the interpretation of the Act in this respect.

COMMON LAW.

Witness failing to attend Trial—Proceeding by Attachment or Action.

Yeatman v. *Dempsey*, 8 W. R., C. P., 219.

There is a little obscurity with respect to the consequences which follow the neglect of an expected witness to attend at the trial. If he has been duly subpœnaed by the party who wishes to call him, there may be made a motion for his attachment in the Court *in banco;* or he may be sued, and such damage recovered as the plaintiff may have suffered. If the first proceeding be adopted, it does not appear necessary or sufficient to show the nature of his evidence, or of the cause of action; for the disobedience and contempt of Court is all the same. But if an action be brought, then the general rule is, that it is incumbent on the plaintiff to show he had a good cause of action. The case of *Couling* v. *Coxe*, however, in the Common Pleas (6 C. B. 703), engrafted on this rule the qualification, that in order to make the goodness of the cause of action material, there must have been a single issue only on the record; for otherwise, *non constat*, but that the witness's testimony might have entitled the plaintiff to the costs of some

one or more of the issues, though not to the general costs of the action. And by the present decision, the rule itself is determined not to apply to a case where the witness has not been subpœnaed to attend, but having agreed to do so, has broken his contract in that behalf. In an action for such breach of agreement, it appears that in order to entitle the plaintiff to substantial damages, he is not constrained to show that he would have succeeded, had the witness attended and given his evidence. Yet it would also appear, that if the defendant could on his side show that the plaintiff's testimony could not have succeeded in any event, then only nominal damages could be recovered. Hence the result seems to be that the *onus* of proving the nature of the cause of action is, in such cases, thrown on the defendant, though in an action for not attending in obedience to a subpœna, it is as the general rule thrown on the plaintiff. In a proceeding by way of attachment, the quality of the cause of action is immaterial.

PRACTICE—COSTS OF THE DAY—MUTUAL DEFAULT.

Waine v. *Hill*, 8 W. R., C. P., 236.

This was an application that the plaintiff in the above action should pay to the defendant costs of the day, incurred in attending at certain assizes, where, when the case was called on at the sitting of the court, neither the plaintiff nor his witnesses were present, whereupon the judge directed a nonsuit. Afterwards, in the course of the same day, and after the defendant and his witnesses had quitted the assize town, the plaintiff came into court, having been under the mistaken impression that common jury cases were not to be taken in the morning. And as it was then discovered that the jury had not been sworn in the cause at the time when the nonsuit was entered, the judge ordered that the words "struck out," should be substituted for "nonsuit." The question was whether, under these circumstances, the defendant was entitled to claim the costs of the day from his opponent. It was suggested on the part of the plaintiff, that though he no doubt was in fault in not being present when the case was called on, the defendant was also to blame in not seeing that the jury were sworn before the nonsuit was taken. And the Court taking this view of the matter, directed that both the costs of the day and of the rule should be costs in the cause.

CRIMINAL LAW.

CONVICTION OF ACCESSORY BEFORE THE FACT, INSTEAD OF PRINCIPAL.

Reg. v. *Hughes*, 8 W. R., C. C. R., 195.

Formerly no man could be tried as accessory till after the principal was convicted; or, at least, he must have been tried at the same time with him (see 1 Hale, "Pleas of the Crown," 623; Fost. C. L. 363). But with regard to an accessory before the fact, this rule was abolished by 7 Geo. 4, c. 64, s. 9, which enabled him to be indicted and convicted as accessory either with or after the principal, or to be indicted and convicted of a substantive felony without reference to the trial or conviction of the principal at all; and moreover, by 11 & 12 Vict. c. 46, it was provided generally that such accessory shall be indicted, tried, convicted, and punished "in all respects" as if he were a principal felon. It has been generally understood that the effect of these statutes, and particularly of the last, is altogether to take away the old rule requiring the previous conviction of the principal; and such is now decided to be the effect by the Court for the Consideration of Crown Cases Reserved. For the conviction of the prisoner in the present case was unsuccessfully impugned on the ground that it had been obtained on the evidence of the principal, who had been acquitted that he might give evidence against the prisoner. It may be remarked that even under the ancient rule this would seem to have been no sufficient objection to the conviction, since the accessory and principal were at all events tried together.

COERCION BY HUSBAND, LAW AS TO.

Reg. v. *Rachel Wardroper*, 8 W. R., C. C. R., 217.

One of the most recent cases in which was discussed the nature of the coercion supposed by the law to be exercised by a husband over his wife, and which has the effect of excusing her from consequent criminal misconduct, was that of *The Queen* v. *Brooks*, 22 L. J., N. S. (M. C.), 121. There it was established that by reason of this doctrine if a wife receive from her husband goods which she knows he has stolen, she cannot be convicted as a receiver of stolen goods, nor indeed does she by so doing commit any criminal offence. The present case is a useful corollary to this decision, as it shows that when a husband and wife are indicted for receiving, it falls on the prosecution to negative the supposition of the husband's coercion; and that the proper way of establishing this is to ask the jury to say whether the wife received the goods either from or in the presence of her husband. If they reply in the affirmative to either, she is entitled to an acquittal. It should be borne in mind, that though both theft and burglary have been expressly held to be crimes which a husband may coerce his wife to commit, it has been doubted whether the doctrine applies to *robbery with violence* (see *Reg.* v. *Cruse*, 8 C. & P. 546). And it certainly does not extend either to murder or treason. Moreover, wherever the wife commits an offence not in the company of her husband, and it can be shown that she was not coerced by him, she is as much responsible as an unmarried woman.

Correspondence.

CHANCERY WITNESSES.

SIR,—I lately had occasion to cross-examine a person who had made an affidavit in a chancery suit. The witness, who resided in Yorkshire, was duly summoned, and conduct-money paid to her; she attended before the Examiner (Mr. Parker); but before giving her evidence she claimed a further sum for travelling expenses and loss of time. The Examiner refused to swear her until she was satisfied, and said he had no authority to decide what was a proper sum to be paid; the witness would not be satisfied unless an amount far greater than I thought she was entitled to was paid to her; her evidence, therefore, was not taken.

This, to say the least of it, appears a very unsatisfactory state of things; for if this be the correct practice, and I feel assured that the Examiner is right, a witness who desires to avoid giving his evidence has only to ask such a sum as he well knows the party calling him will not give, and he will escape all the consequences of a false affidavit. It may be urged that the solution of the difficulty is, to offer the witness the sum he is rightly entitled to have—but this is not so, for the payment asked or the amount offered, seem to be quite beside the point, if the Examiner has no power, in case of difference between the parties, to decide what should be paid—as I said before, the witness has only to ask money enough, and he need not fear cross examination. It has been said that every man has his price; but if a witness is to fix his own price, truth will remain at the bottom of the well, where some say it is concealed, and poor justice will, indeed, be blindfold.—Yours obediently,

T. W. S.

London, March 28.

The Provinces.

BRISTOL.—A meeting of the mayor and town council was held at Bristol last week. After some preliminary business the following letter from Mr. Henry Andrews Palmer was read by the town clerk:—"To the Mayor and Town Council of the City of Bristol.—Gentlemen—I beg leave to tender to you my resignation of the office of registrar of the Tolzey Court, which I have had the honour to hold under the appointment of the town council for a period of twenty-two years past. It will, of course, be incumbent on me to discharge the duties of the office till your nomination of my successor. As I know that my brother-in-law and partner, Mr. Wansey, intends to solicit the appointment, I beg leave to add that, having been in the Tolzey Court office from the time he commenced his clerkship with me in the year 1843, he is well acquainted with the practices of the court and the duties devolving on the registrar, and during the last few months, in consequence of my absence from the office through illness, Mr. Wansey has acted as registrar, and, I believe, efficiently, and to the satisfaction of the profession and the public. I hope I shall be excused for saying this much in his behalf.—I have the honour to be, &c., H. A. Palmer."—The Mayor said the office of registrar of the Tolzey Court had been in the hands of Mr. Palmer and his family for forty years, and they had discharged the duties satisfactorily to the clients of that court and to the city generally. He proposed that Mr. Wansey, the brother-in-law of Mr. Palmer, be elected to fill the vacancy created by the latter gentleman's resignation. Mr. Wansey had discharged the duties of the office for a long period, and was fully conversant with the duties. He was a most respectable man, and well qualified for the appointment.—Mr. M. Castle rose with great pleasure to second the nomination of the gentleman who had been so ably introduced by the

Mayor. Mr. Wansey was a gentleman of amiable and benevolent disposition, and of the strictest honour and integrity, and he was sure that if the council thought fit to appoint him they would have no occasion to repent it—There was no other candidate, and Mr. Wansey was elected to the office.

Darlaston.—On Thursday evening, the 29th ultimo, Mr. James Slater, solicitor, delivered an interesting lecture on the subject of trial by jury, to a crowded audience, who appeared deeply interested in the lecturer's remarks. Mr. Slater treated his subject with great ability, and at its close a cordial vote of thanks was awarded to him.

Leeds.—A meeting of a special committee of the Leeds Chamber of Commerce was held last week, Mr. D. Lupton, president, in the chair, to take into consideration the provisions laid down in the Bankruptcy and Insolvency Bill. The meeting was attended by Mr. Edward Bond, solicitor, who explained some of the more important points in the Bill. The committee, after some discussion, unanimously adopted the following resolution: "That the best thanks of this meeting are due and are hereby given to Edward Bond, Esq., for the kind manner in which he has again extended to the members of this Chamber the benefits of his experience in bankruptcy matters and for the very clear and able epitome prepared by him and published in the *Leeds Mercury* of the 24th inst., of the several clauses of the Bankruptcy and Insolvency Bill lately introduced into Parliament by her Majesty's Attorney-General."—The following petition was subsequently adopted by the Chamber, and forwarded to the borough members for presentation to the House of Commons: "Sheweth, that your petitioners as mercantile men are most anxious to promote the amendment of the law of bankruptcy and insolvency in such a manner as that, while on the one hand protection is afforded to the honest but unfortunate debtor, mercantile fraud should, on the other, be promptly visited with summary and adequate punishment, and that in all cases the estate of an insolvent should be wound up under the creditors' own control, as expeditiously and with as little expense as possible. That entertaining these views, your petitioners have read with much satisfaction the Bill recently introduced into your honourable House by her Majesty's Attorney-General for the amendment of the existing laws of bankruptcy and insolvency. Your petitioners, however, desire most respectfully to point out to your honourable House certain defects and omissions in the Bill, in the hope that when it goes into committee, your honourable House, in its wisdom, will be able to remedy them. Your petitioners would humbly submit that one great object to be accomplished by a bold and comprehensive measure of reform (as they consider this to be) in our commercial code, is to place the administration of the law of insolvency in the hands of one court, so as to secure as much as possible uniformity in practice and certainty of decision. Your petitioners therefore pray that there may be only one court in London, and that the like provision may be made for each of the country districts, without resorting to the county courts, the judges of which are already fully employed, and are not, many of them, adequately versed in mercantile law. Your petitioners would, in the next place, humbly represent to your honourable House that, while a creditor can now proceed to compel an act of bankruptcy by his debtor upon a simple contract debt, this Bill proposes that in future this power shall be limited in general to a judgment debt, or a debt on a bill of exchange due from the acceptor. Your petitioners submit that there is no adequate reason for thus curtailing the rights of a *bonâ fide* creditor, and that in the case of a dishonoured bill the drawer and indorser should be placed in the same position as the acceptor. They therefore humbly pray that what are now called the trader debtor clauses may be restored, or that the preferable provisions of the Irish Act (20 & 21 Vict. c. 60, s. 104, &c.) may be incorporated in the Bill. Your petitioners would further humbly represent to your honourable House that the abolition, which this Bill would in effect work, of imprisonment for debt, even after judgment, should be accompanied by increased safeguards against mercantile fraud; whereas the Bill as it stands removes those which exist, and substitutes the more troublesome and expensive (but less summary and effectual) remedy of an indictment and trial at the assizes. Your petitioners believe that the effect of the measure, if passed in its present shape, would be to give practical immunity to fraudulent debtors. They, therefore, pray that some provision may be substituted giving summary powers to the judge and country commissioners of the court to deal with cases of fraud, with power, if you should so think fit, either for the judge or the bankrupt to call in the assistance of a jury to decide questions of fact. Your petitioners have reason to believe that with such alterations as they have suggested this Bill is well calculated to supply the want so long experienced by the mercantile community of a rational and practical system of bankruptcy and insolvency law; and they humbly pray that your honourable House will be pleased to pass this Bill with such amendments as to your wisdom it may seem to require."

Liverpool.—The mayor a few days since entertained at dinner about fifty guests, including Mr. Justice Hill, Mr. Justice Blackburn, Mr. Garnett, the high sheriff, Lord William Lennox, the gentlemen of the grand jury, together with the leading members of the bar attending the assizes.

Oldbury.—A meeting, which was attended by many of the most influential inhabitants of Oldbury and the district, was held last week, at the offices of Mr. H. Plunkett, solicitor, Church-street. Mr. Samuel Sadler was called to the chair. The object of the meeting was to receive the report of the honorary secretary (Mr. Plunkett) and of the various canvassers appointed to obtain signatures to the petition prepared by Mr. Plunkett against the contemplated removal of the court from Oldbury, and to arrange for the presentation of the petition to her Majesty through the Home Secretary. Mr. Plunkett reported that between three and four thousand signatures had been obtained to the petition, and many of these were the signatures of magistrates and other influential inhabitants of the district. This large number proved clearly how strong was the feeling against the removal of the court—a feeling which could not be wondered at when it was considered that Oldbury was in fact the most central part of the county court district, and that a court for the recovery of debts had been held there for that district for a period of upwards of fifty years. The feeling against the removal appeared to be also very strong both at Smethwick and at the Greet's Green division of West Bromwich, as was evidenced by the signatures to the petition. The judge of the county court (Mr. Skinner, Q.C.), acting in a spirit of the utmost fairness, had, when applied to by him (Mr. Plunkett), at once consented to sign a memorandum on the Oldbury petition to exactly the same effect as that which he had signed on the West Bromwich petition; thus showing that he was influenced only by a desire to obtain an enlarged court (which it was the object of the Oldbury petition to procure, on the site of the present court), and not to express any opinion as to where that court should be erected. A resolution was passed directing in what manner the petition should be presented; and the chairman remarked that he considered they were much indebted to Mr. Plunkett for his efficient and gratuitous services in this matter, which was so important to the town of Oldbury, and that some testimonial showing their sense of those services ought to be presented to him. He should bring this subject before them at a future period.

Preston.—At the adjourned general sessions held at Preston, on Thursday, the 29th ult., after Lord Stanley had been unanimously chosen chairman for the remainder of the current year, in succession to the late Right Hon. M. T. Baines, Mr. William Rayner Wood, in a very feeling manner, moved the following resolution: "That this court desires to express its high estimation of the services of the late Right Hon. M. T. Baines, as chairman of this court, and of the courtesy, attention, and ability with which he presided over its proceedings; and desires further to express the sincere sympathy of the members of the court with Mr. Baines's family in the painful bereavement which they have sustained."—Lord Stanley said he could not deny himself the melancholy gratification of saying a word in support of the motion. He (Lord Stanley) had sat for ten years with Mr. Baines in the House of Commons; and he was also associated with him upon the commission for the government of the University of Cambridge; and he could, therefore, form some estimate of what his loss had been to those who knew him best. He did not believe there was an honester man in the House of Commons. He was a man whom everybody knew; he had no private ends or personal ambition to gratify. There were many men who took a more conspicuous part in debate; but Mr. Baines was not a man anxious to put himself forward. When, however, he did speak, no man spoke with more plain, vigorous, strong sense, no man was more listened to, or more respected. There was a time when it was thought by many persons that he would be likely to succeed to the Speakership of the House of Commons, the highest post it is in the power of the House of Commons to bestow; and he believed it was more from a doubt as to his bodily health being capable of undergoing the fatigues of that post than on any other account that he did not come forward as a candidate. He was deeply sensible of the loss they had sustained, and he did

not believe there was any one man of them who could wish for anything better in the way of reputation than to leave behind him such a memory as that of Mr. Baines.—The motion was carried unanimously, Lord Stanley being requested to transmit a copy of the resolution to the family of Mr. Baines.

Scarborough.—Mr. William Forsyth, Q.C., delivered an interesting lecture at the Mechanics' Institute last week. The subject of the lecture was "Rome and its Ruins." It is rumoured that the learned gentleman is to be brought forward as a candidate for the town in the Conservative interest, at the next general election, and that his address on this occasion was in fact an introduction to the town with that object.

Ireland.

CONCENTRATION OF THE COURTS.

In old times the various courts and offices of law and equity were scattered over Dublin, frequently changing their positions, and finding no resting place suited for them, or large enough to admit of their being centralized. In 1780, the handsome building known as the "Four Courts" became to Ireland what Westminster Hall is to England. But by subsequent statutes, some new courts and offices having been created, additional buildings have been provided, partly within and partly without the enclosure of the Four Courts. Two years since, the Insolvency Court being merged into that of Bankruptcy the work of concentration was nearly completed, the only outlying courts being the Probate and the Landed Estates Courts. When Parliament resolved that the latter should be perpetuated, the Bar and the attorneys made many complaints of its inconvenient situation. A new range of buildings was accordingly designed, and has now just been completed and taken possession of by the Landed Estates Court. The new edifice is close to all the other courts, and ranges with them. The Probate Court is now the only one remaining apart from the rest, and even for this a site is provided in the same locality; so that in a short time all the courts of law and equity will be located in one central spot, as they ought to be in London.

The new Landed Estates Court is a handsome oblong structure, wholly built of cut granite, fireproof throughout, and very substantially built. It was designed by the architect of the Board of Works; and the estimated cost is little short of £20,000. It is to be regretted that the designer hampered himself by the desire of attaining uniformity with the adjoining buildings; for this has resulted in the upper range of offices being lighted by small openings placed on the very floor of the apartments, and which give very insufficient light. The courts of the judges are, however, lofty and well proportioned, and are, considered for their size, the most cheerful and best constructed of all the various courts. The floors are connected by a very large open well staircase, lighted from above. The basement story is fitted up for the reception of the title deeds and documents, of which there are over 3,000 boxes already; and for the preservation of these from damp, ample precautions have been taken. The operation of removal having been completed, the new buildings will be open for public business on the 12th April.

Scotland.

ON CONVEYANCING AND RFGISTRATION OF ASSURANCES IN SCOTLAND.—No. V.

On the Execution of Deeds.

(*By* J. Boyd Kinnear, *Esq., Barrister-at-Law and Scottish Advocate.*)

(*Concluded from p.* 370.)

To complete the account which has been given of the system of conveyancing in Scotland, it may be useful to state the rules which regulate the execution of deeds. But these rules have a wider application than to deeds, as the word is understood in this country; they apply to all documents which the law requires to be in writing, whether for the purpose of evidence merely, or as essential to the completion of a right. In Scotland, deeds are not under seal, and the word has, therefore, no technical sense. All written documents stand upon the same footing—no formality can raise any preference betwixt them, in so far as they affect the same subject. The rules which are imposed to regulate the form of execution have but one object in view, to provide as far as possible against fraud or forgery. In effecting this purpose they render possible another advantage, viz., that all duly executed deeds shall prove themselves. It does not, of course, follow that they shall be incapable of being set aside; but proof of execution is dispensed with, unless some cause of invalidity is expressly alleged by the opposing party; and in the case of deeds affecting land, this in general can only be done in an action brought expressly to set aside the deed.

Deeds (using the word to include written documents of every sort) are, in respect to execution, commonly divided by Scottish lawyers into three classes:—1st, Probative; 2nd, Holograph, 3rd, Privileged. The first class comprises the great majority that occur in practice; and I shall therefore first explain what is required to make a document probative.

1. The deed must be signed by the parties. Deeds in Scotland are written on paper bookwise, each page being numbered at the top, and all the parties must sign at the foot of each page. No interlineations or erasures are admissible, and any error or omission must be corrected by a marginal note, which must also be subscribed by the parties. In this case the signatures are written transversely, the Christian names preceding, and the surnames following the marginal note, so as to identify the words, and prevent any subsequent interpolation. An erasure unidentified will, if in an important place, vitiate the whole deed. An interlineation or unsubscribed marginal note will be taken *pro non scripto*. It is the practice to mention in the attestation clause all words scored (called *delets*) and all marginal additions.

Signature by initials is scarcely admissible, and certainly prevents a deed from proving itself, though if proof may be given that such is the party's common mode of signature, it will not be rejected. Signature by a mark is wholly inadmissible. If the party cannot write, the deed is executed in his name by two notaries, whose pen the party touches in token of his desire that they should subscribe for him. The notaries' docquet or certificate written on the deed certifies these facts. A will may be executed by one notary only. It will be remembered, however, that real estate cannot at present be devised by will; though since the law on this head was explained n a preceding article, a Bill has been brought into Parliament by Government, for permitting land to pass by will.

2. Two witnesses are required to the signature of each party. The old law was, and the practice still is, that the witnesses should be males above fourteen years of age; but though the question has not been tried, it is probable that female witnesses would now be admissible. They must know the party whose signature they attest, and must of course be able to write. The same witnesses may attest the signature of any number of the parties, and if these parties should all subscribe at the same time, it is not necessary for the witnesses to sign more than once. But the witnesses must see each party whose subscription they attest sign the deed, or hear him acknowledge his signature, although it is not requisite that he should state to them the nature of the deed; nor is it necessary that they should attest it in his presence. or in the presence of each other. The witnesses sign the *last* page only, and add the word "witness" to their own signature. When, in consequence of a party being unable to write, the deed is executed for him by two notaries, four witnesses are required to the execution; but in the case of a will executed by one notary, two witnesses are sufficient. A small interest in a witness in the subject of the deed will not invalidate it, but a great interest will.

3. The attestation clause, including the testimonium, technically *testing clause*, plays a most important part in Scottish deeds. It is absolutely essential that it should state, 1stly, the number of pages of which the deed consists, unless it should happen that it is written on only one sheet; 2ndly, the name and designation of the clerk by whom the body of the deed is engrossed; and 3rdly, the names and designations of all the subscribing witnesses. Inaccuracy in any of these particulars irremediably invalidates the deed. Besides these necessary matters, the testing clause usually states the day and place of execution by each of the parties, and it notices the alterations and additions which have been made in the deed before its execution. It is not necessary that the testing clause should itself be engrossed before execution, nor indeed is it possible, that it should when the execution is by several parties at different places, nor need it necessarily be written by the same clerk as the deed itself. But if it be completed by a different person, it is usual to state his name and designation.

It may be useful to give examples of the form of such attestation clauses. The first is in the case of a *unilateral* deed, or deed poll, in which no errors are supposed to have been made; the second is in a deed by several parties, and shows the method of noticing errors in the engrossment. The deed is supposed in both cases to be written on six pages.

In witness whereof I have subscribed these presents written upon this and the five preceding pages of stamped paper by C. D., clerk to Messrs. E. & F., of ——, solicitors, at ——, on the —— day of ——, one thousand eight hundred and sixty years, before these witnesses, Z. E., of ——, partner in the said firm of E. & F., and the said C. D.

In witness whereof these presents written upon this and the five preceding pages of stamped paper by C. D. apprentice to Messrs. E. & F., writers in ——, are together with the marginal notes on pages three and four subscribed by the parties as follows:—viz. by the said A. B. at ——, the —— day of ——, one thousand eight hundred and sixty years, before these witnesses, the said C. D. and G. H., butler to the said A. B., and by the said I. K., and L. M. at ——, the —— day of ——, one thousand eight hundred and sixty years, before these witnesses, N. O. of ——, in the county of ——, Esq., and P. O., eldest son of the said N. O., the words "but excepting" in the second line from the top of page three being delete, and the words "and the heirs male of his body," in the sixth line from the bottom of page five being written upon erasures, and this testing clause being written by R. S. writer, residing at ——, in the county of ——.

C. D., witness,	A. B.
G. H., witness,	I. K.
N. O., witness,	L. M.
P. O., witness,	

Holograph deeds are such as are written in whole, or, as regards the essential parts, by the granter himself. This fact, if denied, must be proved, but when established the deed is valid without attestation, and without signature, on any but the last page. It may even be valid without signature at all, if it appear to be completed, and contain the name of the granter in his own hand. No attestation clause is, therefore, necessary. Such deeds prove themselves for twenty years, but at no time do they, if unattested, prove their own date, if it should be disputed. It may, however, be established by witnesses.

Privileged writings are for the most part such documents as are used in mercantile transactions, such as bills of exchange, receipts, cheques, guarantees, agreements, &c. Receipts for rent are also privileged. All these are valid, merely signed by the parties without attestation, and they prove themselves unless disputed. But, generally speaking, they may be disputed in the course of any action in which they are adduced; and in that case they must be proved by witnesses in the same way as in this country.

It seems worthy of consideration, whether some of these principles might not advantageously be introduced into the jurisprudence of this country. If it is thought advisable to retain the distinction in legal effect, between deeds and other writings, it would be more rational to make the solemnity which converts a writing into a deed, depend upon due subscription and full attestation, than upon the mere *form* of a seal. It will have been observed, that the Scottish form of execution is not materially different from that which the Legislature has provided in this country in the case of wills, with the additional precautions which are commonly adopted in practice. And the care which in such cases is taken to identify each page and each alteration by subscription, and by a notice in the attestation clause, might certainly, without practical inconvenience, be imitated in deeds. Nor is the mention in the same place, according to the Scottish rule, of the name and designation of the engrosser of the deed, an unimportant safeguard against a fraudulent interpolation by another hand. It does not seem that in practice this would be attended with difficulty, as it would be included in the testimonium, written by the engrossing clerk before the execution, while the attestation clause would be completed by another at the time of execution. If these precautions were taken, the valuable privilege of proving themselves might be safely conferred upon all deeds. The principle is already admitted in the Court of Probate. A will with a proper attestation clause is in that Court admitted to probate, in common form, without proof of execution by the testator, unless opposition be made, while if the attestation clause is not correctly expressed, the will must in every case be proved by one or more witnesses. Very great convenience would attend an extension of the rule to other courts, and to deeds signed and attested in an equally complete and regular manner.

University of Oxford.—The lectures of the Regius Professor of Laws for the ensuing Easter Term, will commence on Monday, the 7th of May, at 11 a.m., in the law schools. The subject is "The Law of Things."

Foreign Tribunals and Jurisprudence.

Austria.—Testators do queer things in the empire of the young Kaiser, as well as amongst ourselves. The last will of an old, miser who has just died, is much talked of at Vienna. He cut off all his nearest relatives, and made a very distant one, an extremely handsome young girl, sole heiress of his considerable property. So far there is nothing extraordinary; but there is a condition added to it. The testator was a hunchback, and had a club foot, which defects probably had obstructed many attempts of his to marry. He has made it, therefore, a condition, *sine qua non*, that the heiress is to get the property only when she marries a man shaped as he was. She is, besides, to live in a convent three months in each year, to pray for his soul. The heirs-at-law have attached this odd will, on the plea that when it was made the testator must evidently have been mad.

France.—Proceedings are now pending against the *Presse*, the French newspaper, by the advocates of the City of Lyons, for a libel contained in the publication of a letter of M. Juif, formerly an advocate. It will be remembered that this gentleman, who was an advocate, and had been condemned to exile for some political offence against the Government, had accepted the amnesty, and returned to practice at Lyons, fully impressed with the idea that his brother advocates would receive him with open arms. But it was not so; they refused to re-admit him amongst their number, and, taking unjust advantage of a law which proclaimed an absentee of a certain number of years' standing to be no longer a member of the bar, declared that they ignored the existence of M. Juif, save in his quality of political exile, and that they could not think of allowing him to practise amongst them. The publication of a letter of M. Juif's constituted the whole head and front of the offence of which the Presse has been guilty. Everybody feels quite convinced that the Lyons bar is wholly in the wrong. The services of MM. Berryer, Ollivier, Marie, and Plocque have been invoked, and this struggle between law and justice is of great interest to the legal profession. It is somewhat remarkable that no proceedings have been taken against M. Juif, the writer of the letter.

Metropolitan and Provincial Law Association.

ON TRADE PROTECTION SOCIETIES AND OFFICES, AND THE RELATION OF SOLICITORS THERETO.

The following paper has been contributed to the Association by Mr. John Miller, solicitor, of Bristol. It contains much useful information as to the difference between Trade Protection Societies, and Trade Protection Offices.

The Council of the Incorporated Law Society, in their annual report to the general meeting of their members in June last, under the section "Complaints of Malpractice," state as follows:—"Amongst the encroachments on the rights of the regular practitioner may be noticed the formation of societies called 'Trade Protection Societies,' on the legality of which the opinions of counsel have been taken. One of the objectionable incidents connected with these societies is, that solicitors are induced to lend their names as the solicitors or secretaries of such societies, and are content to receive fees of an amount far inferior to the usual scale of professional charges. In other cases where the secretary is not an attorney, some practitioner is found who, for the sake of an introduction to the creditors, is willing to conduct legal proceedings under an agreement to make no charge except for disbursements, and to depend for remuneration in those cases where the debtors are able to pay the costs of an action."

There is, perhaps, a larger amount of truth in the foregoing extract than is generally supposed, and, as I think I shall shew in the course of these remarks, no small amount of this "malpractice" exists amongst, and is countenanced, if not actually supported, by some of ourselves.

At the outset I may state that I am solicitor to a trade protection society myself, and so, of course, open to any charge of jealousy or self-interest those more or less interested may please to make.

Trade protection societies, in the legitimate sense of the word, have existed from the last century; there is one such in existence in the city of London now—since which time numerous similar societies have sprung into existence, many of them comprising and supported by bankers, merchants, and tradesmen of the highest respectability; and it is believed that there are

now some forty of such societies established in the United Kingdom. Questions have been raised in certain quarters as to the legality of such bodies, as to which I need do no more than quote the opinion of an eminent barrister recently taken by one of such societies, which is as follows:—

"I am aware of the objections urged against societies of this nature, but having often considered the subject, I am of opinion that the society in question as constituted is not only legal but laudable. Of course, as upon such a subject it is known there is a difference of opinion among eminent professional men, it would not be proper to do more than intimate this individual opinion, which is, that the society need be under no apprehension of the result of any proceeding raised to question its legality."

Most if not all of these societies are comprised for the greatest part of the merchants and tradesmen of their respective localities, and are governed by an annually elected president and committee chosen from the members on the spot, and to and by whom all matters calling for the notice of the society are considered and resolved on. The primary object of these societies is the ascertainment of the solvency and responsibility of parties wanting credit in their dealings with its members, more especially in reference to new customers: and if the desirability in the present day, when such shadows as "continental trade societies" appear, of ascertaining such facts is admitted—as indeed it must be—what valid objection can there be to merchants and tradesmen combining for self-preservation to learn as far as possible the real facts in the most efficacious method they may think fit? Did the operations of these societies go no further, it is apprehended no valid answer could be given to such a question; but of late years other operations have gradually sprung out of these societies foreign no doubt to their original intention, but the success of which is evidenced by the support they undeniably meet with; and in particular I refer to that of the collection of debts and consequent institution of legal proceedings whereby law costs are created which must go into the pocket of some attorney or other.

These societies have generally a solicitor in connexion with them, for the purpose of advising the committee on matters that may occur requiring legal assistance, and who, in addition to a standing salary or not, as the case may be, is authorised to apply for debts due to members on an understanding not to charge the members more than a certain sum by way of commission. In most if not all cases of which I am aware, the society does not render itself liable for any costs where a member chooses to institute legal proceedings, the rule being, as in the case of the society with which I am connected, that "in all cases where a member directs legal proceedings to be taken or the defence of any action or any other matter involving expense, it is to be distinctly understood that the member becomes the client of the solicitor, and the committee or the society will not take the responsibility of or become accountable for any costs of such proceedings;" and further, that the rule is not to interfere with any private arrangement a member may make with the solicitor. The result of this is that the solicitors make what agreements they like with the members either by way of charging full professional costs—taxed costs only—or any other or lower scale of charges in addition to the commission, and this whether in the superior or county courts; but in no case that I know of does the solicitor to any of these societies work on the "no cure no pay" principle, that is, costs out of pocket only, or, if there are any such, they are very few and insignificant in number. My own or any other individual practice will not affect the general question.

And here I may pause for an instant to inquire if there is any thing inherently disreputable or unprofessional in a respectable solicitor undertaking to do certain work at a fixed charge. If so, what means the numerous solicitorships to public companies, clerkships to poor law unions, boards of health, building societies &c., where a fixed salary or sum only is charged or paid for the work done, which are mostly so eagerly sought after and coveted by large and leading firms and individual solicitors? And if these things are not only allowed but sanctioned, is there, after all, anything so very questionable in a solicitor undertaking to do other species of work such as applying for and recovering of over due debts on a fixed scale of remuneration?

You will observe that I have entitled my paper "On Trade Protection Societies and Offices, &c.," which was not without design. Like all things capable of imitation, trade protection societies are imitated by trade protection offices. The public, deceived by the similarity of name, understand generally no difference between them; but there is a difference, and that too a considerable one. A trade protection society is called into being and supported by the exigencies of a particular locality, and is governed by and responsible to its own members, who continue its existence or not as they themselves think fit. No one has a purse to make out of it, the society's accounts of receipts and expenditure are published annually, and after payment of the salaries of the officials and office expenses, the balance (if any) is expended as the members may direct. Some of the societies circulate amongst their members lists of preferential securities with the abstracts of the *London Gazette*, whilst others again extend their agency and give their support to various matters of commercial law improvement, more especially of late years, that of the amendment of the bankrupt and insolvent laws; and it may not perhaps be generally known, that two modern useful commercial statutes, viz.:—The Absconding Debtors Arrest Act, and the Act for the Registration of Secret Bills of Sale, owe their existence respectively to the suggestions and funds of the Liverpool and Leeds trade protection societies.

Very different, however, is the constitution and aim of a trade protection "office," which is the speculation of some private individual merely, who, adopting as nearly as possible the designation of the societies, carries on the speculation just so long as it pays himself to do so and no longer. He is under no committee, is responsible to no one, and is not unfrequently a myth who when sought for has been *non est*. If his speculation does not answer, he can shut up shop, and should it so happen that his subscribers have just paid their annual or other subscriptions as they do in advance, there may possibly be some fine day a slight difficulty in Mr. Jones of Land's End finding out where Mr. Smith of the Berwick-upon-Tweed trade protection office has gone to, and in getting back his subscription, or in bringing an action against him for money had and received.

These "offices" of course make the usual parade of infallibility in promoting the wishes and desires of its subscribers, and of course take care specially to announce as a distinguishing feature their means and facilities for recovering debts. As of course these offices only care about numbers and consequent income, they canvass for subscribers all over the kingdom, and profess to appoint solicitors in the different towns and localities who act as their legal agents in answering inquiries and applying for debts and conducting legal proceedings for their subscribers.

One of the largest "offices" is conducted by a person of the name of Stubbs, who is an accountant, it is believed, having his "local habitation" at Manchester or London or both places. By his printed prospectus (a copy of which I hold in my hand) it is stated that "subscribers are entitled to the collection of their accounts, including professional assistance in the county courts and superior courts, without charge, excepting sixpence in each case to defray incidental expenses, and the actual disbursements where the costs are not recovered from debtors. An exception is made in cases where proceedings are commenced in the county courts, in such cases a commission of 2½ per cent. is charged on accounts recovered. The collection of accounts is entrusted to solicitors of known respectability. Many of the most eminent solicitors in the kingdom have been appointed. The following is the organised plan for the collection of accounts: the local business of subscribers is conducted by the solicitor for the district exactly as if he were the private solicitor of the subscriber, excepting upon the above mentioned advantageous terms. Accounts owing by debtors at a distance are either transmitted to the solicitor for the district (as per rule) or are placed in the hands of the local solicitor for attention. Solicitors only are employed, who forward the amounts to the subscribers on the day of receipt."

Such are the terms upon which as stated "many of the most eminent solicitors of the kingdom have been appointed." According to the prospectus any one of these "most eminent solicitors" may be called upon by a subscriber to bring an action in the superior courts, and possibly go on to an assize trial, when, should the plaintiff lose, or the defendant not pay, all he is entitled to get from his patronising subscriber client is the costs out of pocket and—*sixpence!* But not to go to the extreme of an assize trial, let us see how it works even in county court matters, and the majority of debts applied for are within such jurisdiction. I will take an every day case of a plaintiff subscriber living at, say, Manchester, and the debtor at Liverpool. Suppose the debt sued for to be five pounds for goods sold and delivered—the "eminent solicitor" may have to:—

1. Write application letter for debt.
2. Attend subscriber and examine particulars of debt, &c.

3. Attend court or registrar to apply for leave to sue in home district (if cause of action arise there).
4. Draw or settle particulars of claim.
5. Attend court office to issue summons.
6. Attend court on hearing, conduct case, &c. (may be kept hours in court).
7. Attend court office to search if debt paid.
8. Attend office issuing execution.
9. Perhaps have to attend on an interpleader suit.
10. There being no effects, attend court when sitting for leave to issue judgment summons in home district.
11. Attend court office issuing judgment summons.
12. Attend court on hearing (may be kept again some hours).
13. Attend office issuing commitment.
14. Intermediate attendances on subscriber from time to time.

The debtor then petitions the insolvent court, and the subscriber recovering nothing, the "eminent solicitor" gets for all this his costs out of pocket and *sixpence*; or, should the money fortunately be ultimately recovered, he gets his two and a half per cent. or half-a-crown additional!

I anticipate a smile and a shrug of the shoulders on your part, and a suggestion that only the very youngest practitioner in sheer want of a job could possibly condescend to such terms. We shall see! I again remind you of the statement in the report of the Incorporated Law Society already quoted, that "solicitors are induced to lend their names as the solicitors or secretaries of such societies, and are content to receive fees of an amount far inferior to the usual scale of professional charges," which, coming as it does under the head of "complaints of malpractice," implies, of course, a censure on solicitors who so act, so that it is important to inquire who are these solicitors who act as legal agents for the "offices" in question—are they these young beginners in search of employment, or are they "the most eminent solicitors in the kingdom," as in Mr. Stubbs' prospectus they are stated to be?

I hold in my hand a printed list, dated the 29th September last, of "solicitors acting as legal agents to Stubbs' trade protection offices," who permit their names to be circulated as ready to work for all or any subscribers to the "offices," be they or he who or what they or he may. The list contains the names of one thousand towns and places, for 231 of which, however, there appears to be as yet no agents appointed; of these 655 are places in England and Wales less 123 unrepresented. Allowing for repetitions, there are for the 532 represented places in England and Wales, about 400 different solicitors' names in the list. The greater number of them being, of course, unknown to me, I have taken the trouble to turn out all the names in this current year's *Law List*, and from it I gather that there are solicitors who either by themselves or their partners hold the following appointments, though some of them may hold one or more of such appointments.

2 Secretaries to law societies (there was another, but he appears to have seceded within the last nine months).
13 Registrars of county courts.
12 Town clerks.
12 Coroners and deputy coroners.
11 Clerks to poor law unions.
4 Auditors to do.
5 Clerks and deputy clerks of the peace.
39 Clerks to magistrates.
36 Clerks to turnpike trustees, improvement commissioners, local boards of health, stewards of manors, solicitors to banking companies, charities, public companies, or tax commissioners.
3 Vestry clerks.
1 Undersheriff.
96 Perpetual commissioners for taking acknowledgments of married women.
11 Members of the Incorporated Law Society.
27 Members of the Metropolitan and Provincial Law Association.

Whilst there are 22 names in the list of gentlemen whose names do not appear in the *Law List* at all for the places named. Some few of these gentlemen describe themselves in the *Law List* as solicitors for "the property protection society," the "tradesman's protection society," the "Manchester trade protection society," &c., but only four gentlemen care to associate themselves with Mr. Stubbs by name, whilst nine-tenths of them (including the eight London and two Manchester solicitors at head quarters) are content to bear their honours meekly, and to "blush unseen," so far as taking notice of their lucrative appointments under Mr. Stubbs is concerned.

I am sanguine enough to believe you are ready to say you could not have believed this state of facts if you had not seen it in print for yourselves. I can further imagine your incredulity, saying:—"It's all very well to say it is so, and even to apparently prove it; but we are not going to believe that Messrs. ——, of ——, whose names appear in the *Law List* as town clerks, registrars of the county court, clerks to the borough magistrates, perpetual commissioners, clerks to the local board of health, assistant-clerks to the commissioners of taxes, treasurer to the poor law union, and secretaries to the water works company, care to sue in the county court for a £5 debt which some small tradesman who they never saw or heard of before, but who says he is a subscriber to Mr. Stubbs' offices, asserts is due to him from somebody else, and go through all the steps you have stated upon the 'no cure no pay but sixpence' plan." Nor do I myself believe they would, but would rather think of summarily ejecting the hapless "subscriber" out of their office who asked it of them. But if they do not or will not do so, why do they allow their names to appear before the public *as professing to do so*, and thereby countenancing Mr. Accountant Stubbs in his canvass for subscribers by referring to their names as a guarantee that such and such gentlemen would not support him if they did not think him worthy of it; and that his agency was a thing worth having? I leave the reply to these "eminent solicitors" themselves!

Having thus so far exposed a system which I doubt if many of you at all suspected the existence of, I turn to the inquiry of how far the solicitors of Great Britain, more especially the *really* "eminent" ones, are answerable for this state of things. There is an old proverb to the effect that "an ounce of showing is worth a pound of telling," and I therefore make no apology for reading to you an extract I made from the bill of costs of a highly respectable legal firm which lately came before me, first of all premising that from the solicitor's office to the debtor's office was not more than one stone's throw, and from thence to the client's office some four or five stones' throw further only.

Messrs. Smith & Co. To ——

1858	*Re Jones.*	£	s.	d.
Feb. 15.	Letter to Mr. Jones for £14 15*s.* 6*d.* and clerk therewith	0	6	8
Feb. 16.	Attending Mr. Jones on the subject of the debt due from him to you, when he proposed payment by instalments, and we said we would see you thereon . .	0	6	8
Feb. 16.	Afterwards attending you conferring thereon, when you assented to same . .	0	6	8
May 19.	Letter to Mr. Jones requesting him to call on us	0	3	6
May 20.	Attending him, informing him of your determination to accept his terms, provided they were strictly adhered to, and our charges paid with the first instalment	0	6	8
May 22.	Not having received the instalment due yesterday, letter to Mr. Jones stating that our instructions were, if the amount were not regularly paid, to take proceedings without further notice . .	0	3	6
June 8.	Attending you as to the course to be taken by you in regard to Mr. Jones, and conferring with you thereon, when you instructed us to sue him in the county court	0	6	8
	In the County Court of ——.			
	Smith v. *Jones.*			
	Attending at the county court office issuing summons against defendant . . .	0	6	8
	Paid	0	8	4
June 14.	Attending court when case heard, and verdict for £14 15*s.* 6*d.* debt, and costs. Attorney allowed 10*s.*	0	11	0
	Paid hearing fee	1	0	0
July	. Attending Mr. Jones on his proposing to give you bill at one month for amount of debt and costs, and conferring thereon .	0	6	8
July 15.	Attending you informing you of the proposal made by defendant, when you said that if he would pay the costs down and give you a bill at a month, accepted and endorsed by some respectable and responsible person to your satisfaction, you would give him the time he asked for .	0	6	8

		£	s.	d.
July 17.	Attending at Mr. Jones's office, but he was out	0	0	0
	Letter to him informing him that if he would pay costs down, you would take a bill endorsed, &c., and clerk therewith	0	3	6
July 21.	Having received letter from Mr. Jones proposing name of Mr. Brown to bill, attending you, when you said you would accept same	0	6	8
	Letter to Mr Jones informing him thereof, and clerk therewith	0	3	6
		5	13	4

Here, then, we find £5 13*s.* 4*d.*, less £1 8*s.* 4*d.*, out of pocket, or £4 5*s.* nett, charged for attendances and letters only in respect of recovering a small debt of under £15 in the county court. Other extracts might also be given, such as the following one from charges in respect of an action in the superior courts for recovery of a debt under £20, which the debtor settled in two or three days after service of the writ of summons:—

Smith v. *Robinson.*

	£	s.	d.
Attending your clerk on his bringing to us a letter which you had received from defendant	0	6	8
Attending defendant on the subject of his debt, and conferring with him when he said he would see you	0	6	8
Afterwards attending your clerk and defendant, when the former stated that you would consent to take the amount already sent to you by defendant in discharge of debt	0	6	8
	1	0	0

Here too we have £1 charged to the client for three attendances which on a small debt like the one in question, comes to a heavy per centage, being in addition to the regular charges of the action.

I do not quote these extracts as anything extraordinary. I dare say many will say "there is nothing in them, they are of a perfectly usual and ordinary character." If so, all I can say is, that in these free trade times, creditors generally will not stand them, and hence is it not that such swarms of county court agents, debt collectors, and, if you please, trade protection societies and offices to a great degree exist? If clients are frightened away by these excessive charges, can it be complained of that they go elsewhere to get the same thing done at a cheaper rate; and if a client leaves a high charging solicitor and goes to another who does it for less, how can the first named solicitor complain if he finds his client's other business gradually leaving him too? Are they not, in fact, committing suicide in the matter?

Did not the superior courts keep up the old expensive system, and so to a great degree pave the way for the economy of the county courts, when, being alarmed at the loss of business, they actually "cut under" the county court, so that it is now frequently cheaper and more efficacious to sue for an above £20 debt in the superior court, than it is in the county court?

I could extend these remarks to much greater length were I to enter into similar examples in Conveyancing practice, which, however, is not my present intention; but what, I ask, is likely to be the influence of all this upon the young practitioner of the present day—the man with whom it is barely a case of "live and let live"—but who will be the old practitioner of the next generation when the present one is gathered to its fathers? Is it not the introduction of the thin edge of a wedge which, if not withdrawn, or at least stayed, will in time split up and dismember the character and status of that profession which we are proud to think was and is still so honourable and influential, and reduce it to a degree and position scarcely profitable if indeed creditable to follow?

I commenced this paper with an extract from the Incorporated Law Society's Report; let me (notwithstanding the facts I have stated) conclude with a more gratifying one from the address lately issued by the Association's Committee of Management, wherein, under the head of "tone and character of general practice," you say, you "believe that this is certainly higher than at any former period, and it is obvious that the more the scattered members of the profession can be induced to feel that they belong to . . . an honourable profession, the more rare will become instances of unfair or dishonourable practice."

Court Papers.

Court of Chancery.

SITTINGS.—Easter Term, 1860.

Lord Chancellor.

Lincoln's-inn.

Monday, April 23 } Appeals.
Tuesday ..... 24 }
Wednesday ... 25...Appeal Motions and Appeals.
Thursday ..... 26 }
Friday ..... 27 } Appeals.
Saturday ..... 28 }

Notice.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

Master of the Rolls.

Chancery-lane.

Monday, April 23 } General Paper.
Tuesday ..... 24 }
Wednesday ... 25...Motions.
Thursday ..... 26 } General Paper.
Friday ..... 27 }
Saturday ..... 28...Petitions.

N.B.—Short Causes, Short Claims, Consent Causes, Petitions, and Claims, every *Saturday*. The Unopposed Petitions will be taken first, and such petitions must be presented and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

Lords Justices.

Lincoln's-inn.

Monday, April 23 } Appeals.
Tuesday ..... 24 }
Wednesday ... 25...Appeal Motions and Appeals.
Thursday ..... 26...Appeals.
Friday ..... 27 { Petitions in Lunacy and Bankruptcy, Appeal Petitions, and Appeals.
Saturday ..... 28...Appeals.

Notice.—The days (if any) on which the Lords Justices shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

Vice-Chancellor Sir Richard T. Kindersley.

Lincoln's-inn.

Monday, April 23 } General Paper.
Tuesday ..... 24 }
Wednesday ... 25...Motions and General Paper.
Thursday ..... 26...General Paper.
Friday ..... 27...Petitions and General Paper.
Saturday ..... 28 { Short Causes, Adjourned Summonses, and General Paper.

Vice-Chancellor Sir John Stuart.

Lincoln's-inn.

Monday, April 23 } General Paper.
Tuesday ..... 24 }
Wednesday ... 25...Motions.
Thursday ..... 26...General Paper.
Friday ..... 27...Petitions and General Paper.
Saturday ..... 28...Short Causes and General Paper.

Vice-Chancellor Sir W. P. Wood.

Lincoln's-inn.

Monday, April 23 } General Paper.
Tuesday ..... 24 }
Wednesday ... 25...Motions and General Paper.
Thursday ..... 26 } General Paper.
Friday ..... 27 }
Saturday ..... 28 { Petitions, Short Causes, and General Paper.

Queen's Bench.

CROWN PAPER.—Easter Term, 1860.

Metropolitan Police District. { The Overseers of the Poor of St. Botolph Without Aldgate, Appellants; The Board of Works for Whitechapel District, Respondents.
" George Follet, Appellant; Susannah Koetzow, Respondent.
Brecconshire. Edward Fowke, Appellant; Thomas Eynon, Respondent.
Flintshire. Joseph Brookes, Appellant; William Wood & Three Others, Respondents.
Warwickshire. George Domvill, Appellant; The Churchwardens and Overseers of Burmington, Respondents.

Metropolitan Police District.	Horley, Appellant; Rogers, Respondent.
Worcestershire.	Thomas Cox, Appellant; Benjamin Hingley, Respondent.
Bedfordshire.	The Luton Board of Health, Appellants; Frederick Davis, Respondent.
N. R. Yorkshire.	The Queen *v.* The Inhabitants of Liverpool.
Kent.	The Queen *v.* The Inhabitants of the County of Kent.
King's Lynn.	Thomas W. Cole, Appellant; John James Coulton, Respondent.
Lancashire.	Andrew Knowles, Appellant; Joseph Dickinson, Respondent.
Staffordshire.	The Queen on prosecution of R. Docker, Respondent; The Company of Proprietors of the Birmingham Canal Navigation, Appellants.
Surrey.	The Queen on Prosecution of the Churchwardens and Overseers of Clapham, Respondent; The Churchwardens and Overseers of St. Pancras, Appellants.
Hants.	The Queen on Prosecution of the Churchwardens and Overseers of South Stoneham, Respondent; The Overseers of the Township of Everton, Lancashire, Appellants.
W. R. Yorkshire.	The Queen on Prosecution of Inhabitants of Heckmondwike Respondent; The Inhabitants of Thornton, Appellants.
Cardiff.	Richard Wadley, Appellant; Richard Godwin, Respondent.
Kent.	The Queen *v.* The Rev. William John Groves, Clerk.
Denbighshire.	Elijah Sarratt, Appellant; John Bradshaw, Respondent.
St. Ives.	The Churchwardens and Overseers of St. Ives, Appellants; James Stevens Quick & Others, Respondents.
Middlesex.	The Queen on Prosecution of the Clerk of the Peace, Respondent; The Churchwardens and Overseers of the Poor of All Saints, Appellants.
"	The Queen on Prosecution of the Vestry of Paddington, Respondent; The Imperial Gas Light and Coke Company, Appellants.
Kent.	The Queen *v.* The Overseers of the Poor of the Parish of Blackmanstone.
Cambridgeshire.	Robert Sparrow, Appellant; The Churchwardens and Overseers of the Poor of Impington, Respondents.
Kent.	The Queen on Prosecution of Maidstone Improvement Commissioners *v.* The Justices of the Peace and the Inhabitants of the County of Kent.
Essex.	James Patten, Appellant; Joseph Rhymer, Respondent.
Monmouthshire.	Dennis Leary, Appellant; George Lloyd, Respondent.
Devonshire.	Henry Chilcoate, Appellant; Samuel Foulden, Respondent.
Warwickshire.	Thomas Butler, Appellant; John Lord, Respondent.
Surrey.	The Queen *v.* The Inhabitants of Putney.
London.	The Queen *v.* The Saddlers' Company.
Breconshire.	John Thomas, Appellant; Evan Griffiths Williams, Respondent.

ENLARGED RULES.—Easter Term, 1860.

To the First Day of Term.

Lace & Others *v.* The Guardians of the City of London Union.
Betts *v.* Menzies & Another. (Enlarged until after Judgment given in the Appeal in the Exchequer Chamber.)
The Queen *v.* The Council of Medical Education.
The Queen *v.* The Archbishop of Canterbury.
The Queen *v.* R. E. Broughton, Esq.
The Queen *v.* Mary Fairbank.

To the Second Day of Term.

The Queen *v.* The Justices of Gloucestershire.
The Queen *v.* Charles Barton Fox.

SPECIAL PAPER.

Sp. Case.	Boyd *v.* The Liverpool Borough Bank, part heard.
Dem.	Potts *v.* The Port Carlisle Dock and Railway Company. To come on for argument with the case in the New Trial Paper.
Co. Ct. Ap.	Wright *v.* Stavert, sued, &c.
Sp. Case.	Hodgson & Others, Churchwardens, &c. *v.* Hooper & Others.
Dem.	Hornsby & Another *v.* The Vestry of the Parish of St. Luke, Chelsea.
Sp. Case.	Harrison *v.* The London, Brighton, and South Coast Railway Company.
Co. Ct. Ap.	Wanless *v.* Jackson.
"	Smith & Others, Executors, *v.* Badger.
Sp. Case.	The Guardians of the Poor of the Portsea Island Union *v.* Whillier.
Co. Ct. Ap.	Foster *v.* Watson.
Dem.	Murrieta & Others *v.* Robinson.
"	Dutton & Another *v.* Powles.
Sp. Case under award.	Bennett *v.* The Great Western Railway Company.
Dem.	The Company of Proprietors of the Warwick and Birmingham Canal Navigation *v.* The Oxford, Worcester, and Wolverhampton Railway Company.
"	Phillips *v.* Whitsed.

NEW TRIAL PAPER.—Michaelmas Term, 1858.

Cornwall.	Lyle *v.* Richards & Others. Stands over till decision of the Court of Error in Reynolds *v.* Buckley.

Michaelmas Term, 1859.

London.	Dixon *v.* White, part heard. Stands for arrangement.
"	Potter *v.* Parr & Others.
Carlisle.	Potts *v.* The Port Carlisle Dock and Railway Company, part heard. Dem. to come on for argument with this rule.
Herts.	Manser *v.* Christie & Another.
Surrey.	Wren *v.* The Eastern Counties Railway Company.
Pembroke.	Goode *v.* The South Wales Railway Company.

Hilary Term, 1860.

Middlesex.	Harwood & Another, Executors, &c. *v.* The Great Northern Railway Company.
"	Bickford & Another *v.* The Royal Mail Steam Packet Company.
Middlesex.	Elwes *v.* Christopher.
"	Doulton *v.* Stiff.
London.	Zwilchenbart & Others *v.* Alexander.
"	Simpson *v.* Young & Another.
"	Margetson & Another *v.* Atkin.
"	Coggin *v.* Levy.
"	Lowenthall *v.* Reguejo.

Tried During Term.

Middlesex.	Joyce *v.* Joyce, Executrix, &c.
"	Johnson *v.* Tyrrell.
"	Lavigne *v.* Smith.
London.	Long *v.* Hales.

Common Pleas.

ENLARGED RULES.—Easter Term, 1860.

REMANET PAPER.

To the First Day of Term.

In the matter of the complaint of The Colne Valley and Halstead Railway Company *v.* The Eastern Counties Railway Company.

Until Application to Court of Chancery disposed of.

In the matter of the complaint of Nutt *v.* The Midland Railway Company.

To the Fourth Day of Term next after Trial.

Slipper *v.* Back.
Erwin *v.* Back.

Until proceedings in Chancery disposed of.

Walter & Ux. *v.* Whitaker.

DEMURRER PAPER.

Monday ..... April 16 } Motions in arrest of judgment.
Tuesday ..... " 17 }
Wednesday ..... " 18 }
Thursday ..... " 19 }

Monday, April 23.

Dem.	The Wolverhampton New Water Works Company *v.* Holyoake. (To be argued with Special Case when signed.)
Ca. Nisi Prius.	Hutchinson & Others *v.* Copestake & Another.
"	Simpson *v.* Dendy.
Dem.	Brown *v.* Symons & Another.
App. from Justices.	Newman, Appellant; Baker, Respondent.
"	Pedgrift, Appellant; Chevallier, Respondent.
"	Pedgrift, Appellant; Chevallier, Respondent.
"	Ellis, Appellant; Woodbridge, Respondent.
Co. Ct. App.	Williams, Appellant; Wheeler, Respondent.
Dem.	The London Gas Light Company *v.* The Vestry of the Parish of Chelsea.
"	Russell & Others *v.* Nicolopulo & Another.
"	Barber *v.* Lamb.
"	Holder *v.* Soulby.
"	Wale *v.* The Westminster Palace Hotel Company (Limited).
"	Keene *v.* Beard.
App. from Justices.	Hildreth, jun., Appellant; Adamson, Respondent.
Case Nisi Prius.	Wood *v.* The Epsom and Leatherhead Railway, and the Wimbledon and Dorking Railway Company.
Dem.	Gorsuch *v.* Cree & Another.
Case by order.	The Mersey Docks and Harbour Board *v.* Jones and Others.
Dem.	Yates *v.* Nash.
Appeal from Sheriffs Court, London.	Broad & Another, Appellants; Glennie & Another, Respondents.
Co. Ct. Ap.	Robinson & Another, Executors, Appellants; Lord Vernon, Respondent.
"	Thornton, Appellant; Betts & Another, Respondents.
App. from Justices.	The Guardians of the Poor of the City of London Union, Appellants; Acocks, Overseer, &c., Respondent.
"	The Llandaff and Canton District Market Company, Appellants; Lyndon, Respondent.

Wednesday ..... April 25. } Special Arguments.
Monday ..... " 30. }

NEW TRIALS.—Hilary Term, 1860.

Middlesex.	Smith *v.* Knight.
"	Warland *v.* Smith.
"	Ripley *v* Lordan.
London.	Seeger *v.* Duthie & Others.
"	Suse & Another *v.* Pompe & Others.
"	Oakeley *v.* Goddeen.
"	Oxley *v.* Holden.
"	Walton *v.* Lavater.
"	Lockwood *v.* Levick.
"	Morgan *v.* Taylor.
Liverpool.	Ward & Others *v.* Napier.
	Cur. adv. vult.
	In the matter of the North British Australasian Company:—Ex parte Swan.
	Gardner *v.* Chapman.

Exchequer of Pleas.

SITTINGS IN BANCO.—Easter Term, 1860.

Monday	April	16....Motions and Peremptory Paper.
Tuesday	"	17....Errors, Peremptory Paper, and Motions.
Monday	"	23....Special Paper.
Wednesday .	"	25....Special Paper.
Saturday ..	"	28....Criminal Appeals.
Monday	"	30....Special Paper.
Wednesday .	May	2....Special Paper.

ERRORS AND APPEALS.

For Judgment.

Error.	Cammell & Others *v.* Sewell & Others.

For Argument.

Error.	Pennington & Others *v.* Cardale & Another.
"	The Great Western Railway Company *v.* Fletcher & Another.

Appeal. Vaughan v. The Taff Vale Railway Company.
" Collins v. Brock.
Error. Metcalf & Others v. Hetherington, Clerk, &c.
Appeal. Withers v. Parker & Another, Executrix & Executor, &c.
Error. Darell, Bart. v. Sturgis, Provisional Assignee, &c.
" Collins v. Cave.
Error on Bill of Exceptions. } Marquis of Salisbury v. Gladstone.
" Mc'Kewan, P.C., &c. v. Babcock & Others.
Error. Russell v. Thornton.
Error on Bill of Exceptions. } Field v. Leican.
Error. Irving v. Cuthbertson.
" The Birmingham and Staffordshire Gas Light Company v. Hipkins.

PEREMPTORY PAPER.

To be called on the first day of the Term after the motions and to be proceeded with the next day if necessary before the motions.

Whaley and another v. Laing.
Ex parte Harris.
In the matter of the Anglo French Porcelain Company, limited. And The Anglo French Porcelain Company, limited, against William Dolland Harris, sued as William Dolland Harris.
Leefe v. Hart and another.

SPECIAL PAPER.

For Judgment.

Dem. Dick v. Tolhausen. Heard 7th June, 1858.
Special Case Adkins v. Farrington, Heard 16th & 17th November, 1859.

For Argument.

Demrs. Brewer v. Dimmack & Another. Standing for arrangement.
" The London & North Western Railway Company v. The Great Western Railway Company—Standing for arrangement.
" Kidd v. Fowler & Others. To stand over for Special case to be agreed upon.
" The Anglo Californian Gold Mining Company v. Lewis. To stand over till issues in fact tried.
" Bressey v. Lawrence, sued with Others. Demurrer to 6th Plea to stand over till issues in fact tried.
" Price v. Taylor & Others.
Sp. Case. The Shareholders of the Liverpool Library v. The Mayor, &c., of the Borough of Liverpool.

NEW TRIAL PAPER.

For Judgment.

Middlesex. Tutton v. Darke & Another.
London. Swinfen v. Lord Chelmsford.

For Argument.

London. Bevill v. Pimm & Another.
" Wyborn v. The Great Northern Railway Company.
Bodmin. Chappell v. Bray.
Carlisle. Watson v. Little & Another.
Croydon. Nixon v. Freeman.
" Rodrigues v. Mecht & Another.
" Jones, Widow v. Davies & Wife.
" Alexander v. Warman.
Middlesex. Croxon & Others v. Moss & Others.
" Stephens v. Reynolds.
London. Lozano v. Durant.
" Homer v. Taunton.
" Horton v. McMurtry.
" Noble & Another v. The National Discount Company.
Liverpool. The Liverpool Borough Bank v. Logan.
Middlesex. Beatson v. Skene.
" Nurton v. Dickson.
London. Anderson v. Clark.
" Millership v. Brookes.

Births, Marriage, and Deaths.

BIRTHS.

BENHAM—On March 20, the wife of E. Benham, Esq., of a son.
NEISH—On March 30, the wife of William Neish, Esq., Barrister-at-Law, of a son.
ROE—On March 30, the wife of John Roe, Esq., Solicitor, Dublin, of a daughter.

MARRIAGE.

WARD—WILEY—On March 29, Henry Chadwick Ward, Esq., to Matilda, eldest daughter of William Wiley, Esq., Barrister-at-law.

DEATHS.

MAC DERMOTT—On March 30, William, second son of W. C. Mac Dermott, Esq., Barrister, Hardwicke-place, Dublin.
MORLEY—On March 30, in her 22nd year, Charlotte, wife of W. H. Morley, Esq., of the Middle Temple.
PRATT—On March 27, at Wootton Bassett, Wilts, Sophia, wife of Walters Freak Pratt, Esq., Solicitor.
PHILLIPS—On March 26, Mr. Phillips, of the Solicitor's department of the Post-office.
THAIRLWALL—On March 27, Frederick Thairlwall, Esq., Solicitor, of Richmond, Yorkshire.

Unclaimed Stock in the Bank of England.

The Amount of Stock hereinafter standing in the following Name will be transferred to the Party claiming the same, unless other Claimants appear within Three Months:—

TROTMAN, ELIZABETH ANNE, of Slaten Court, Gloucestershire. Annuity of £7 : 10 : 0 in the Consolidated Long Annuities.—Claimed by ELIZABETH ANNE CRETWODE, heretofore ELIZABETH ANNE TROTMAN.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere.

BUCKMASTER, WILLIAM, who lived in Hackney-road, Bethnal-Green, in 1824. Himself, or, if dead, his next of kin, to apply to Dimmock & Burbey, Solicitors, 2, Suffolk-lane, Cannon-street, E.C.
COLLIER, PENELOPE, late of Maidenhead, who died on Jan. 15, 1860. Next of kin to apply to Mr. Rupert Clarke, Solicitor, Reading
DUNBAR, WILLIAM, who resided in Tottenham-court-road, London, Brass-founder. John Dunbar, son of the above, to apply to Mr. J. T. Savery, Solicitor, Modbury, Devon.
HAMPTON, PHILLIS, daughter of Herbert Hampton, of Netherton, near Dudley. Herself, or, if dead, her children, to apply to Mr. Jeston Homfray, Solicitor, Halesworth.
KEANE, MICHAEL, who died abroad in 1858. Next of kin to apply to the Solicitors to the Treasury, Whitehall.
THOMPSON, JOHN, commonly known as Captain Thompson, formerly an officer in the 16th Lancers, and during the Crimean war, holding an appointment in the commissariat department. Relatives to apply to Mr. G. T. Steadman, Solicitor, 54, Great Ormond-street, W.C.

English Funds and Railway Stock.

(Last Official Quotation.)

	English Funds.	
	Bank Stock	..
	3 per Cent. Red. Ann.	..
	3 per Cent. Cons. Ann.	94¼
	New 3 per Cent. Ann.	..
	New 2½ per Cent. Ann.	..
	Consols for account	94⅞
	Long Ann. (exp. Apr. 5, 1885)	..
	India Debentures, 1858.	..
	Ditto 1859.	96½
	India Stock	220
	India Loan Scrip.	..
	India 5 per Cent. 1859.	104⅝
	India Bonds (£1000)	..
	Do. (under £1000)	..
	Exch. Bills (£1000)	10p
	Ditto (£500)	8p
	Ditto (Small)	8p
	Railway Stock.	
Shrs.		
Stock	Birk. Lan. & Ch. June.	73
Stock	Bristol and Exeter	103
Stock	Caledonian	90½
20	Cornwall	6
Stock	East Anglian	17½
Stock	Eastern Counties	55
Stock	Eastern Union A. Stock	38
Stock	Ditto B. Stock	28
Stock	East Lancashire	..
Stock	Edinburgh & Glasgow.	78½
Stock	Edin. Perth, & Dundee	29
Stock	Glasgow and South-Western	100
Stock	Great Northern	112
Stock	Ditto A. Stock	116
Stock	Ditto B. Stock	132
Stock	Gt. Southn. & Westn. (Ireland)	115
Stock	Great Western	68¾
Stock	Lancaster and Carlisle.	208½
	Ditto Thirds	..
	Ditto New Thirds	..
Stock	Lancash. & Yorkshire	103¾

	Railways—*Continued.*	
Shrs.		
Stock	London and Blackwall.	68½
Stock	Lon. Brighton & S. Coast	110
25	Lon. Chatham & Dover	13
Stock	London and N.-Westrn.	98⅝
	15½ Ditto Eighths	9⅝
Stock	London & S.-Western.	93
Stock	Man. Sheff. & Lincoln.	42
Stock	Midland	117½
Stock	Ditto Birm. & Derby	93½
Stock	Norfolk	56
Stock	North British	60
Stock	North-Eastn. (Brwck.)	93
Stock	Ditto Leeds	47
Stock	Ditto York	77
Stock	North London	107
Stock	Oxford, Worcester, & Wolverhampton	42
20	Portsmouth	16
Stock	Scottish Central	116
Stock	Scot. N. E. Aberdeen Stock	33½
Stock	Do. Scotsh. Mid. Stk.	87
Stock	Shropshire Union	47½
Stock	South Devon	43
Stock	South-Eastern	68
Stock	South Wales	67
Stock	S. Yorkshire & R. Dun	76
25	Stockton & Darlington	40
Stock	Vale of Neath	60
	Lines at fixed Rentals.	
Stock	Buckinghamshire	100
Stock	Chester and Holyhead.	51½
Stock	Ditto 5½ per Cent.	122
Stock	Ditto 5 per Cent	114
Stock	East Lincoln, guar. 6 per Cent	142
50	Hull and Selby	112
Stock	London and Greenwich	65
Stock	Ditto Preference	120
Stock	Lon., Tilbury, Sthend.	95
Stock	Shrewsbury & Herefd.	106
Stock	Wilts and Somerset	93

London Gazette.

Professional Partnerships Dissolved.

TUESDAY, *April* 3, 1860.

HASTING, JAMES VINCENT, & JOSEPH THOMAS HASTING, Attorneys & Solicitors, 24, Lincoln's-inn-fields, Middlesex, by effluxion of time. March 31.
JACKSON, SAMUEL BROWN, & FREDERICK SMITH, Attorneys & Solicitors, 19, Essex-street, Strand, Middlesex (Jackson & Smith.) Jan. 1.

Winding-up of Joint Stock Companies.

UNLIMITED, IN CHANCERY.

TUESDAY, *April* 3, 1860.

FAT WORKS AND WEBAL VIRTUE MINING COMPANY.—V. C. Wood will, on April 27, at 12, proceed to make a call for 12s. per share.
LONDON AND COUNTY HAIL AND CATTLE INSURANCE COMPANY.—Creditors to prove their debts on or before April 24, before V. C. Stuart. The Vice-Chancellor has appointed W. H. M'Creight, 3, South-square, Gray's-inn, Middlesex, to be Official Manager.

LIMITED IN BANKRUPTCY.

CORPORATION RESTAURANT COMPANY (LIMITED).—Creditors to prove their debts before Commissioner Evans, Basinghall-street, April 20, at 11.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, *April* 3, 1860.

CUTHBERT, EDWIN, Esq., Denmark-hill, Surrey (who died on or about Oct. 10, 1859). Sole, Turner, & Turner, Solicitors, 68, Aldermanbury, London. April 30.
LATON, CHARLES HELWYS, Esq., Drayton, Norfolk (who died on or about March 23, 1860). Hansell, Upper Close, Norwich; or Sharpe, Jackson & Parker, 41, Bedford-row, Middlesex, Solicitors. May 20.

Mills, John, Boot and Shoe Maker, Market-street, Harwich, Essex (who died on Feb. 18, 1860). William Baggot Nalborough, Grocer, Harwich; and Adolphus Edgar Church, Gentleman, Colchester, Essex; Executors. May 8.

Scholefield, Edward Cotterill, Esq., Westridge, Ryde, Isle of Wight (who died at Paris, on Nov. 1, 1859). Cattarns, Solicitor, 33, Mark-lane, London. May 15.

Wild, James, otherwise Davis, Beerseller, 4, Port-street, Manchester, (who died on Dec. 24, 1858). Horner, Solicitor, 60, King-street, Manchester. May 1.

Woodley, Henry, Esq., Brook-green, Hammersmith, Middlesex (who died on or about July 8, 1838). Gilbert Stephens, Solicitor, 13, Northumberland-street, Strand, Middlesex. May 3.

Wyman, William Sanderson, Surgeon, Kettering, Northampton (who died on Oct. 18, 1859). Garrard, Solicitor, Kettering. May 12.

Creditors under Estates in Chancery.

Last Day of Proof.

Tuesday, *April* 3, 1860.

Burnaby, Mary, Widow, Somerby, Leicester (who died in or about Jan., 1858). Knapp *v.* Burnaby, V. C. Wood, April 23.

Day, Isaac, Carman, Camperdown House, Snow's Fields, Bermondsey, Surrey (who died in or about Sept., 1850). Day *v.* Day & Another, M. R., May 3.

Dickinson, Henry, Bournemouth, Southampton (who died in or about Nov., 1859). Dickinson *v.* Dickinson & Others, V. C. Wood, April 30.

Dukes, Joseph, Maltster & Licensed Victualler, Birmingham (who died in or about Dec., 1857). Kirby *v.* Dukes, M. R., May 1.

Gill, William George, Surgeon, 4, York-street, Islington, Middlesex (who died in or about June, 1857). Gill *v.* Doughey & Another, V. C. Wood, April 20.

Green, Elizabeth, Widow, Widdington, Essex (who died on the 28th Dec., 1859). Green *v.* Perry, M. R., May 22.

Shaw, Stephen, Brassey Arms, North Woolwich, Essex (who died in or about November, 1856). Carr *v.* Shaw & Another, M. R., May 1.

Waller, Henry, Buckden, Huntingdon (who died on or about 11th Dec., 1855). Gatty *v.* Gatty, M. R., April 23.

Williams, Samuel, Farmer, Greenwich-road, Greenwich, Kent (who died in or about April, 1858). Williams & Another *v.* Williams & Others, V. C. Kindersley, May 7.

(County Palatine of Lancaster.)

Greenwood, Thomas, Beerseller, 145, City-road, Hulme, Manchester (who died in or about May, 1858). Elitoft *v.* Spear, Registrar of the Court of Chancery, 4, Norfolk-street, Manchester, April 28.

Noble, George, Attorney, Preston, Liverpool (who died in or about April, 1859). Noble *v.* Noble, District Registrar of the Court of Chancery, 10, Camden-place, Preston, April 26.

Assignments for Benefit of Creditors.

Tuesday, *April* 3, 1860.

Balaam, James, Schoolmaster, Rectory-grove, Clapham. *Trustees*, T. O. Clark, Upholsterer, Pavement, Clapham; R. Clarke, Plumber, Pavement, Clapham; E. Collins, Greengrocer, Rectory-grove, Clapham. *Sol.* Meymott, 4, Albion-place, Blackfriars.

Evans, William, Chemist & Druggist, Islington, Liverpool. March 21. *Trustee*, F. Elliott, Accountant, North John-street, Liverpool. *Sol.* Grimmer, Liverpool.

Skinner, George, Draper & Mercer, Maidstone, Kent, and of Hastings. March 22. *Trustees*, J. K. Fry, London Warehouseman, 115, Cheapside; T. Mansbridge, London Warehouseman, 68, Wood-street. *Sols.* Lofty, Potter & Son, 36, King-street, Cheapside.

Walton, Thomas, Draper, Grocer, & Provision Dealer, Stanhope, Durham. March 27. *Trustees*, J. Milburn, Draper, Dean-street, Newcastle-upon-Tyne; J. Milling, Draper, Grainger-street, Newcastle-upon-Tyne. *Sol.* Bush, Newcastle-upon-Tyne.

Bankrupts.

Tuesday, *April* 3, 1860.

Clarke, John, Grocer, Lichfield, and also carrying on business at the Albion Mill there, as a Miller, in partnership with G. Oldfield and R. Oldfield, (Oldfields & Clarke). *Com.* Sanders: April 16, & May 7, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Dyott, Lichfield, & Reece, Birmingham. *Pet.* March 31.

Faithfull, Walter, Linen Agent, 10, Ironmonger-lane, London. *Com.* Holroyd: April 17, & May 22, at 2.30; Basinghall-street. *Off. Ass.* Lee, 20, Aldermanbury. *Sols.* Davidson & Co., 22, Basinghall-street, London. *Pet.* March 30.

Goldie, Robert, Draper, Oundle, Northamptonshire. *Com.* Fonblanque: April 18, at 1.30; & May 16, at 1; Basinghall-street. *Off. Ass.* Graham. *Sols.* Lepard & Gammon, 9, Cloak-lane, London. *Pet.* March 23.

Graves, William John, Chemist & Druggist, Birkenhead, Chester. *Com.* Perry: April 12, & May 7, at 11. *Off. Ass.* Bird. *Sols.* Woodburn. & Pemberton, York-buildings, Liverpool. *Pet.* March 28.

Oldroyd, Joseph, Blanket Manufacturer, Batley, Yorkshire. *Com.* Ayrton: April 16, & May 21, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Bond & Barwick, Leeds. *Pet.* March 28.

Slater, Joseph, Stone Merchant, Leeds. *Com.* Ayrton: April 23, & May 21, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Bond & Barwick, Leeds. *Pet.* April 2.

Underwood, Edmund, Grocer, Draper, & Milliner, Soham, Cambridgeshire. *Com.* Evans: April 13, at 11.30; & May 10, at 2; Basinghall-street. *Off. Ass.* Bell. *Sols.* Rennols, 1, Lincoln's-inn-fields, & Watts, St. Ives. *Pet.* March 30.

Underwood, John, Wholesale Stationer & Ink Manufacturer, McLean's-buildings, New Street-square, Shoe-lane, London, (J. Underwood & Co.). *Com.* Goulburn: April 16, at 1; & May 21, at 11; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Chidley, 10, Basinghall-street, London. *Pet.* April 2.

Unwin, Henry William, & Joseph Greenwood, Builders, Henry-street, Limehouse, Middlesex, late of Sheen Mount, East Sheen, Surrey, (Urwin & Greenwood). *Com.* Holroyd: April 17, at 3; & May 22, at 1; Basinghall-street. *Off. Ass.* Lee. *Sol.* Neal, 4 & 5, Pinners'-hall, Old Broad-street, London. *Pet.* March 31.

MEETINGS FOR PROOF OF DEBTS.

Tuesday, *April* 3, 1860.

Bell, Edward, Ship Chandler, Sail Maker, and Dealer, in Varnish, 23, Wapping Wall, Wapping, (Edward Bell & Co.) April 26, at 11; Basinghall-street.—Buss, Thomas, Chemist & Druggist, Market Harborough Leicestershire, May 3, at 1; Birmingham.—Chapman, William Charles, & William Henry Littlepage, Coopers & Basket Makers, 15, Harp-lane, London, and of 60 & 61, Bermondsey-street, Southwark, Surrey, (J. B. Chapman & Co.) April 26, at 12.30; Basinghall-street.—Filmer, Robert Reynolds, Butcher, Great Norwood-street, Cheltenham. April 26, at 11, Final Dividend; Bristol.—Gibbons, Thomas, Linen Draper, Castle-street, Edgley, Stockport. April 25, at 12; Manchester.—Gilbert, James, Contractor. Manchester. April 25, at 12; Manchester.—Harris, Henry, Mantle Manufacturer, 82, Wood-street, Cheapside, London. April 26, at 11; Basinghall-street.—Johnson, William, Leather Dealer, Shrewsbury. April 23, at 11; Birmingham.—Keell, John Thomas, News Agent, late of 16, Catherine-street, Strand, Middlesex, and then of 283, Strand, but now of 48, Howland-street, Tottenham-court-road, Middlesex, and of 5, Bouverie-street, London. April 25, at 12.30: Basinghall-street.—Key, James, Oil & Colourman, & General Merchant, Great Prescot-street, Goodman's-fields, Middlesex. April 18, at 1.30; Final Dividend, Basinghall-street.—Pars, Thomas Huslee, Grocer, Newmarket, Saint Mary, Suffolk. April 26, at 3; Basinghall-street.—Holmes, William, Builder, Wakelin, Ealing, Middlesex. April 25, at 2.30: Basinghall-street—Wand, Edward Trustram, Licensed Victualler, Swan with Two Necks Finchley, Middlesex. April 25, at 1; Basinghall-steet—Ward Martin, Corn & Malt Merchant, 15, Mark-lane, London. April 25, at 1.30; Basinghall-street.—Wilkins, Robert Oakley, Corn Dealer, Appledram near Chichester, Sussex. April 26, at 12; Basinghall-street.—Winder, Henry, Shawl Dealer, 29, Oxford-street, Middlesex. April 25, at 2; Basinghall-street.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *April* 3, 1860.

Chamberlain, John, Wheelwright, 36, Rupert-street, Haymarket, Middlesex. April 25, at 12; Basinghall-street.—Elliott, Edward, Quarryman, Builder, & Dealer in Manures, Sandgate, Quay Walls, Berwick-upon-Tweed. April 26, at 12; Royal-arcade, Newcastle-upon-Tyne. Herd, John, Corn Merchant, Liverpool. April 24, at 11; Liverpool.—Oliver, David Stodart, Wine & Spirit Merchant, Temple, otherwise Holycross, Bristol, and also the firm of R. P. Lemon & Company, Iron Masters, Coal Miners, Drapers, Grocers, Ironmongers, & General-shop Keepers, Maesteg, Ucha or Ycha, Llangonoyd, Glamorganshire; (on his separate estate). April 24, at 11; Bristol.—Rowlason, John, & John Brooks, Builders, Liverpool. April 24, at 12; Liverpool.—Sharp, Thomas, Hotel Keeper, Aldershot, Southampton. April 25, at 11; Basinghall-street.—Story, Thomas Lee, Tailor & Draper, Thrapston, Northampton. April 25, at 11; Basinghall-street.—Tillet, Joseph, Licensed Victualler, King William the Fourth Public-house, Saint Andrews-road, Horsemonger-lane, Southwark, Surrey, April 25, at 2, Basinghall-street.—Worman, Adolph, Boot & Shoe Manufacturer, 126, Minories, London, and of 16, Alfred-street, Bow-road, Middlesex. April 26, at 11; Basinghall-street.

To be delivered, *unless* Appeal *be duly entered.*

Tuesday, *April* 3, 1860.

Biggleston, Thomas, Grocer, Hereford. March 29, 3rd class.—Boswell, William, Licensed Victualler, Birmingham. April 2, 3rd class.—Bradbury, Matthew, & George Weaver, Drapers, Clothiers, & Tailors, Tunstall, Stafford. March 23, 3rd class.—Dyke, John, Grocer and Provision Dealer, Birmingham. April 2, 3rd class.—Forrester, William, Iron Merchant, Hanley, Stafford. March 29, 2nd class.—Giles, Frederick, Dudley Port, Tipton, Stafford (Frederick Giles & Co.) March 23, 1st class.—Jackson, William, Victualler and Hirer-Out of Cabs and Horses, Kidderminster. March 29, 3rd class.—Jones, John, Ironmonger, Tunstall, Stafford. March 30, 3rd class.—Lomax, James, Tailor and Woollen Draper, Deansgate, Bolton, Lancaster. March 28, 3rd class; subject to a suspension of 9 calendar months.—Lynall, William Silvester, Plumber, Glazier, and Painter, Birmingham. March 30, 2nd class.—Peck, John, Brass Cock Founder, 63, Little Hampton-street, Birmingham. March 29, 3rd class.—Smith, William John Thomas, Fancy Paper Box Maker and Pin Manufacturer, Bishop-street, Birmingham. March 30, 3rd class.

Scotch Sequestrations.

Tuesday, *April* 3, 1860.

Anderson, James Murphy, Ironmonger, Glasgow. April 10, at 12; Faculty-hall, St. George's-place, Glasgow. *Seq.* Mar. 29.

Campbell, William Ovenston, Grocer, Kirkwall, and Plainstanes, Stromness. April 10, at 12; Sheriff Court Room, Kirkwall. *Seq.* Mar. 26.

Dodds, George Gibson, Coalmaster, Strathaven, Avondale, Lanark. April 10, at 12; Hamilton Arms Inn, Hamilton, (Craigen's). *Seq.* March 30.

Griffiths, Henry Craven, Professor of Music, Killermont-street, Glasgow. April 10, at 2; Faculty Hall, St. George's-place, Glasgow. *Seq.* Mar. 19.

Hall, John Marston, Doctor of Medicine, 2, Leopold-place, Edinburgh. April 9, at 2; Dowells and Lyon's Rooms, 18, George-street, Edinburgh. *Seq.* March 30.

Moxham, Egbert, Architect and Builder, sometime residing at Neath, and now in Stornoway, island of Lewis, Ross-shire. April 7, at 12; Stevenson's Rooms, 4, St. Andrew-square, Edinburgh. *Seq.* March 29.

Stewart, Alexander, Grocer and Spirit Dealer, Irvine. April 7, at 12; King's Arms Inn, Irvine. *Seq.* March 27.

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, APRIL 14, 1860.

CURRENT TOPICS.

Attention is again called to the state of the Probate Registry. "How not to do it" seems to be the order of the day in this matter, as in some others, in which the government, or a great public department, has to perform what individuals find no difficulty in doing for themselves. For several centuries the people of England have been encouraged, sometimes required, to make wills. To an interested body employed in the mystery of acquiring as many fees as possible, and jealously watching any proposal to interfere with their monopoly, the care of these precious documents was long entrusted. When this had been endured beyond even the point to which the long-suffering of Englishmen can extend, an Act of Parliament promised to settle the matter. The widely-scattered wills were to be gathered into the principal registries, and copies of every will in the country were to be forwarded for public convenience to the principal storehouse at Doctors' Commons. The great public benefit of this is obvious, and when decreed by the omnipotence of an Act of Parliament, backed by the persuasive and influential inducements of a well-filled Treasury, it seems a very easy task. Moreover, economy added its charms to those potent influences. Whenever the work was done, the district registrars were to be put on stated salaries instead of fees; by which it is said a saving of £20,000 a year would be effected. Surely this last is a sufficient staff in the hands of an honest worker. Which of us would shrink from undertaking to find room, not only for all the wills, but we would almost say, for all the records in the country, if he had only twenty-five years' grant of £20,000 per annum made to him? Yet it seems to be thought necessary to take from the year 1858, when the Act passed, to the present time, before, as far as we can learn, any definite comprehensive plan is adopted. The mischief is growing daily and hourly; for not only does it concern the wills, but also the records of the Divorce Court, which are by statute entrusted to this very same registry. By an Act passed in the last session, the Metropolitan Board of Works was authorised and directed to acquire sufficient property whereon to enlarge the present registry, and a sum of £70,000 had been voted in the previous session of 1858 for the same purpose. Whence then is the delay? According to Dr. Bayford, the senior registrar, there is at present but one strong room, when *four* more at least are needed. He most graphically describes what most of our readers will be familiar with, viz., the accommodation for the public. For reading a will, access is granted to a small room about nine feet by eleven feet, in which there are already four or five clerks. In the outer office, where the searches are made, there is actually a seat for *one* person! Such a state of things would be a disgrace to any private firm of solicitors, who have to struggle in the face of frequent changes and inadequate remuneration; but, in officials with a nation's purse to draw upon, it becomes intolerable, and calls aloud for remedy.

The half-yearly general meeting of the Solicitors' Benevolent Association will take place on Wednesday, at the Law Institution, when the Report of the Directors will be read, and other business transacted. Mr. R. H. Giraud has given notice of his intention to move a resolution for dispensing with the payment of the present admission fee; and Mr. W. Shaen will move that an annual member may at any time constitute himself a life member by increasing his current year's subscription to ten guineas. The meeting will be open to the profession generally; and the members of the Benevolent Association, together with the members of the Metropolitan and Provincial Law Association, who hold their meeting on the same day, will afterwards dine together at Radley's Hotel. We believe that during the past half-year the Benevolent Association has progressed fairly. It is still, however, far from having the general support from the profession which it deserves. Since the last meeting there has been an accession of ninety-five new members, of whom forty-four are life members. The Association has now been two years in existence, and already numbers 715 members, of whom the majority belong to the provinces. It has already invested in the names of trustees for its general purposes, the sum of £3,600, which shows that it is able to achieve something commensurate with the anticipations of the benevolent persons who originally promoted it. Much more, however, will require to be done before the Association will be enabled to carry out its laudable objects, which are:—

To relieve necessitous members who, through inevitable calamity or mental or bodily infirmity, may be disqualified from pursuing their profession.

To assist in giving support to the widows and children of such members as may die in necessitous circumstances.

In special cases to give relief to the parents or collateral relations of deceased members, and (where the state of the funds and the circumstances of the case appear to justify it) to render pecuniary assistance to the widows and families of non-members.

It is unnecessary for us to attempt to recommend these objects, inasmuch as they speak for themselves. The future of the Association will depend, not upon a wide sympathy throughout the profession, which it is sure to have when its objects become generally known, but upon the economy and fairness of its management. Hitherto, everything has been highly satisfactory in these respects; and the names associated with its direction are a good guarantee that its affairs will be judiciously and honourably conducted in future.

Mr. J. Wylde, Q.C., whose name was first mentioned in connection with the judgeship which became vacant by the death of Mr. Baron Watson, after all the rumours to the contrary, is said to be already appointed.

THE NEW DIVORCE BILL AND THE QUEEN'S PROCTOR.

Some discussion has been raised upon a clause in the new Divorce Court Bill, by which it is proposed that, where only one of the parties appear, the Court shall have power to order her Majesty's Proctor to instruct counsel to argue before the Court any question which it may think proper to have argued. The object proposed by this clause is to prevent collusion between the parties to suits for divorce or judicial separation. There appears to be a general belief that many of the undefended causes in which petitioners have obtained decrees have been collusive; and the belief is probably well grounded. But whether such a state of things can be prevented by a resort to the now a days universal expedient of a set of new public functionaries, is another matter. The clause in question gives rise to two considerations. Is it possible to prevent, to any appreciable extent, collusion in such cases; and, in the next place, assuming it to be so, is the mode suggested in the Lord Chancellor's Bill the best that can be adopted for that purpose? Without entering upon any discussion of the various kinds and degrees of connivance and collusion which are to be found distinguished in the books, we may class the cases generally as follows:—first, cases where one party commits adultery with the connivance of the other, for the purpose of qualifying

the adulterer for, or of enabling the other party to procure, a divorce; secondly, where, without adultery, the parties conspire to impose upon the Court, and obtain its judgment by putting forward a false case, or keeping back the true one, as in the Duchess of Kingston's case; and thirdly, where there has been mere passive connivance or insensibility to dishonour, and it is impossible to discover the real motives of the parties. Except in the second class of cases, it is difficult to understand how the Court can ever effectually protect its process from abuse. Where husband and wife are on such terms, that either is willing that the other should commit adultery for the purpose of procuring a divorce between them, there need never be much astuteness to avoid an infringement of the rules of the Court in reference to collusion; and where the (assumed) injured party exhibits unwillingness to seek redress, or indifference to the dishonour of the act in respect of which relief is sought, the questions raised are of a metaphysical character, such as are fit only for speculative inquirers, and can never be satisfactorily decided in a court of justice. We shall, therefore, merely repeat that where husband and wife are both anxious to procure a divorce, at the expense of the adultery of either—or in the case of the husband, accompanied by whatever else is required for complete relief—the Court can never present any serious impediment to husbands and wives of ordinary intelligence; and we suspect that the cases are very rare indeed and altogether exceptional in their nature, in which a party willing to undergo the public disgrace of an acknowledgment of crime would raise any insurmountable obstacle to its perpetration in private, especially where the Court took inquisitorial pains to satisfy itself that the act complained of was actually accomplished, and that it was not merely affected nor imagined.

A judgment by default against an adulterer may well arise from other causes than collusion; and according to the law of the Ecclesiastical Court the absence of a defensive plea on the part of a wife, or the fact that she refrained from interrogating the witnesses, has been held to be insufficient proof of collusion. And where it appeared that the husband was informed of his wife's infidelity, and that he was altogether indifferent whether he cohabited with her or not after the adultery was made known to him, it was held in the same forum that these facts, in themselves, were not sufficient proof of connivance or collusion. Many other decisions might be cited to show how little good the Ecclesiastical Courts, or even the House of Lords, have been able to effect by running a tilt against collusion in cases of adultery. Where the criminal act is the result of connivance, and the suit proceeds in collusion, every court will necessarily be almost powerless in its attempt to unmask and punish the fraudulent abuse of its process. Where the crime was in fact connived at, but without collusion with the adulterer, and a hostile suit has been instituted, the respondent has successfully set up the defence of the petitioner's connivance; but in these cases, the Court has all the advantage of having before it real litigants, and of hearing, not only the argument, but the evidence of both sides. There is no collusion, but on the contrary, there is sure to be eager hostility, in such a suit. According to the present practice, the probability is, that where a respondent is willing to be divorced, either no appearance is entered, or no defence is attempted at the hearing; and it is to such cases only that Lord Campbell's Bill applies. It is where "only one of the parties to any matter before the Court should appear, that the Queen's proctor shall instruct counsel." There may be some doubt, whether a party, by simply entering an appearance, could not disable the Court from ordering the proctor to instruct counsel. However this may be, it requires very slight experience of litigious proceedings not to be aware that there is no difficulty in an appearance even at the hearing, without thereby using all the power one might have to damage a nominal opponent's case. The words "one of the parties" of course can only mean the petitioner; for if the petitioner does not appear, there can be no decree for divorce. In effect, therefore, the Act gives the Court power to order counsel to be instructed in undefended cases only; and as every defendant may, by an appearance personally or by counsel, without making any real defence whatever, deprive the Court of its power, the section, should it become law, will, of course, be wholly inoperative in every case in which it might be desirable that it should have effect. Again, the counsel so instructed is "to *argue* before the Court any question in relation to such matter." But in all questions of collusion, evidence and not argument—the decision of a jury and not of a judge—is what is wanted. Unless, therefore, the proctor is to be at liberty, and to have machinery at his command enabling him, to seek out witnesses independent of every party to the suit, and to adduce testimony on behalf of public morals, or, technically speaking, of the Crown, counsel will not be able to do much good in an argument always founded according to the assumption upon evidence supplied by collusion between all the parties. It would be equally against public policy and fairness to the absent party to assign to him a counsel of whose services he had no desire to avail himself; nor is such the intention of the framers of the Bill now before Parliament. It is on behalf of Society, and not on behalf of an absconding defendant, that such counsel is to argue; and there certainly appears to be no reason that a defendant should always have it in his power so easily to prevent the hearing of counsel on behalf of the public.

There has been some discussion in the daily journals about the proposition to substitute the Queen's Proctor for the Attorney-General in these cases. On the one side it is said that proctors, as a class, are now all but defunct; that very shortly there will probably be neither Queen's Advocate nor Queen's Proctor; and that in all such matters, the Attorney-General is the proper representative of the Crown and of public interest. On the other, it is said that the Attorney-General has already too much work and too much patronage, and that where he was instructed to argue, in nine cases out of ten a substitute, sometimes perhaps an inefficient one, would appear for him. We regard this question of detail as altogether trivial. We object to the clause itself, upon the ground that it will be wholly inoperative in every case where it might be possibly useful if it had effect, and also because the clause does not go far enough by providing for the argument of cases, while it makes no provision for the production of testimony. The wider and deeper question involved in the proposition to extend the domain of officialism may remain untouched; enough we think has been said to shew that the Bill now before Parliament has not received as much consideration as might have been expected from the gravity of the subjects with which it deals.

EQUITY *v.* COMMON LAW.

That "they order these matters better in"—Equity, can hardly fail to occur to any unprejudiced person who compares the working of our two systems of procedure, especially in their application to the questions and exigencies of the present day. In spite of Common Law Procedure Acts, equitable defences, powers of granting injunctions, discovery, and the like, so liberally bestowed upon common law courts by recent legislation, they intrench themselves within their traditions, and seem astute to avoid anything like an equitable—may we not say a common sense?—interpretation of their statutory powers. The Bill of the Lord Chancellor, if passed into law, will go far towards an entire destruction of all equitable jurisdiction, and may, therefore, well excite apprehension even amongst those law reformers who have most earnestly advocated fusion. No doubt, the courts of Equity have not been eager to

improve some of their recent opportunities for enlarging their jurisdiction. There has been no anxiety for the strife and excitement of trial by jury. The stirring conflicts of cross-examination have few charms for men who have sat at the feet of Lord Eldon. But whatever shyness may have been shown in these particulars, courts of Equity have not failed to adapt themselves to the requirements of the age, and in many instances have exercised a sound common sense in their decisions which contrast favourably with the more technical views still adhered to on the other side of Westminster-hall. A recent case, arising under the Patent Law Amendment Act, will, we think, afford some illustration of our meaning.

An action was brought by the Patent Type Founding Company against Mr. Walter, the chief proprietor of the *Times*, and Mr. Lloyd, of *Lloyd's Weekly Newspaper*, for alleged infringements of a patent for type which was based upon a peculiar chemical composition. From the very nature of the patent, the question of infringement could not be determined without a chemical analysis of the type used by the defendants, innocently no doubt, but still supplied by manufacturers against whom proceedings for an alleged infringement were pending. The plaintiffs had, some months before commencing the action, succeeded in obtaining from the *Times* office a specimen of type, which was sent to the late Mr. Henry, the analytical chemist, to be analysed. That gentleman stated to the managing director of the plaintiffs' company, as the result of his analysis, that the type was made according to their specification; but before making any formal written report he died. After commencing the action, the plaintiffs applied in Chambers, under the Patent Law Amendment Act (15 & 16 Vict. c. 83, s. 42), for liberty to inspect the type used at the *Times* office, and, if necessary, to take specimens, in order to obtain by analysis specific proof of infringement. An order was granted, but for inspection only, which was of course useless to the plaintiffs, as by a mere external view of the type, they could never ascertain its component parts—the whole question in dispute. The matter was brought before the Court of Exchequer (see *The Patent Type Founding Company* v. *Lloyd*, 6 Jur. N. S. 103), and solemnly argued. The ghost of Surrebutter, if it ever revisits that temple of Themis, must have chuckled at the turn taken by the discussion, and thought that some of the right old stuff had still survived to these degenerate days. What is "inspection" was the key-note. Johnson and Webster were cited to show that "inspection" was not a mere visual scanning, but a "prying examination," and again, a close survey "for the purpose of ascertaining the quality and condition." But the Court declined to take judicial notice of Johnson or Webster. Inspection, no doubt, could be granted under the Patent Law Act, but it must be inspection *pur et simple*, and nothing more. Analysis implied destruction, and at that the judges stood aghast; they conjured up the picture of a world deprived of its *Times* by a holocaust of type made by ruthless plaintiffs armed with the powers of the law to examine and destroy. "I can find no authority," said the Chief Baron, "for saying that the Court of Chancery would make such an order as is here asked, which is not merely for an inspection of the suspected article, but for an analysis of a portion of it, and which consequently involves the destruction of so much as is submitted to analysis." So the rule was discharged; and the plaintiffs must have submitted to an infringement of their patent rights from having the means of proving such infringement virtually denied to them, had not those much maligned courts of Equity been still in existence and open to do justice.

A bill was accordingly filed to restrain the *Times* from infringing the plaintiffs' patent; and on the last seal day of the sittings (March 26), an application was made to V. C. Wood for liberty to inspect and remove for the purposes of analysis a portion of the type used in printing the *Times*. The application was opposed, not upon the etymological grounds which prevailed in the Exchequer, or upon want of jurisdiction in the Court to make the order, but upon delay, and also by the argument that the motion must fail, being for an inspection which was merely in aid of proceedings at law. The order, however, was made without the reply being heard. His Honour did not seem to have been impressed with the ruinous results of the analysis sought by the plaintiffs which had so appalled the learned Barons of the Exchequer. He took, if we may say so without presumption, a plain common sense view of the matter. There was not much authority upon the point, to be sure; but even if there were less, in the case of a patent requiring chemical analysis, the Court in granting inspection would proceed to make that inspection effectual by ordering the defendant to deliver up to the plaintiff some small portion of the article alleged to be pirated—care being, of course, taken that the interests of the defendant were not thereby damaged. The quantity actually to be delivered for the purpose of analysis was, in the present case, some sixpennyworth, for which the plaintiffs would undertake to give a fair compensation.

After reading this case, and contrasting with the timid and narrow interpretation put upon the Patent Law Act by the Court of Exchequer, the simple straightforward way in which the Vice-Chancellor—without laying any particular stress upon precedents—arrived at the justice of the case, we may well pause before we assent to the revolutionary scheme proposed by the Chancellor for entirely destroying our expansive system of equitable jurisprudence, and reducing suitors to the Procrustean model which obtains in the courts of common law. The Patent Law Amendment Act, as expounded by Lord Campbell in *Holland* v. *Fox*, 3 Ellis & B. 977, was intended "to vest in the courts of common law, in which actions for infringement of patents may be brought, the power to order an injunction, inspection, and account, heretofore exercised by courts of equity; so that suitors may be saved the vexation, delay, and expense to which they had been exposed in being obliged to go to a court of equity for an injunction, then being sent to law to establish their legal right by an action, and then being compelled to go back to equity for full redress. The court in which the action is commenced may now, by its own authority, do complete and final justice between the parties by this combination of judicial power." An instance of how far these intentions have been carried out in practice, is afforded by the case of the Type Founding Company. The result speaks for itself. Until the judges have been educated into equitable views, and induced to rely less upon their narrow traditions through which the statute law is made of none effect. Until a careful revision has been made of our whole law, we think, with the Master of the Rolls and the Vice Chancellors who have signed the "Observations" upon the Law and Equity Bill, that "no attempt should be made to alter our tribunals."

LAW EXAMINATIONS.

We last week called attention to the subject of Law Examinations, and attempted to point out certain defects which appeared to exist in the system upon which these examinations are at present conducted. It may not be thought out of place if we now proceed to consider the subject from another point of view, and offer a few suggestions as to the character of the reform which we wish to see, and also as to the mode in which we think such reform could be effectually carried into effect.

One of the most important duties which a solicitor can be called upon to perform is that of giving an opinion offhand, and with no time for reflection, as to what steps ought to be taken in a given state of circumstances;—whether, for example, he would

advise his client to proceed to litigation to obtain his rights; the facts being stated in the manner in which clients generally do state them in such pressing cases. But we have failed, after a careful search through the old papers of the Incorporated Law Society, to discover a single question of this class. We therefore suggest to the examiners, that they should draw up an imaginary statement of facts, and request the candidate to give his opinion as to whether he considered it a proper case for litigation; and if he did so consider it, then, what steps he would advise a client to take, and to add such advice generally as the nature of the case might seem to demand. The examiners would thus obtain a much more accurate measure of each man's capabilities, not only as regards legal knowledge, but as regards that scarcely less essential quality—common sense, with far greater certainty and with less trouble to themselves, than by any amount of the catch questions now so much in vogue.

Then again, certain facts and documents being laid before a candidate, why should he not be desired to draw a case for opinion, with such observations as he deems necessary? It is by no means the easiest thing in the world to draw a case as it ought to be drawn, neatly and concisely, leaving out nothing that should be brought under the notice of counsel, and yet not swelling it out to an unnecessary and cumbersome length by mere useless matter, which is usually inserted to save the trouble and responsibility of deciding whether it ought to be left out or not. We remember to have heard that one gentleman, lately a member of our profession, and one who stood as high in that profession as it was possible for a man to stand, used in choosing a clerk to meet the recommendations and assurances with which any aspirant for the post might be backed up, by quietly saying, "Have you got any old case of his drawing? Show me a case he has drawn himself, and I shall soon see what he's made of." Why, then, should not questions of this kind occasionally find their way into the examination papers? Of course, these questions could be put with equal advantage both in common law and equity.

In the papers on conveyancing the absence of questions of a practical bearing is even more to be regretted than in any of the other branches. A student should not be permitted to practise as a solicitor until he has shown himself to be familiar with, at all events, the rudiments of practical conveyancing. But he may be able to answer the questions now usually put to him in this branch of the examination, perfectly; he may know all about the Statute of Uses, and why it was passed; he may have the process of Fines and Recoveries at his fingers' ends, and be able to write off the answer *currente calamo;* he may, in short, be up in the answers to all the cut and dry questions, and yet may have no more idea of drawing a simple lease than he has of making a steam engine. We suggest, therefore, that the candidate should be required to draw a short conveyance, mortgage, assignment, or any other simple deed, which will be certain to form a part of his every-day practice when he has passed. Nothing would be easier than to lay a title before a candidate, to investigate and make an abstract of; nothing would be better evidence of a man's capabilities as a practitioner. Certainly this would involve a great amount of time and trouble to the examiners; but let them, by way of compensation, leave out a few of their ordinary questions, they would thus be at no additional trouble: while they would have the satisfaction of feeling that their task was not in many instances so much time and trouble absolutely thrown away.

Mr. W. H. Atkinson has been appointed one of the coroners for the county of Dorset.

Mr. John Frederick Stanistreet, of Liverpool, has been appointed a commissioner to administer oaths in the High Court of Chancery.

OBSERVATIONS ON THE ATTORNEYS, SOLICITORS, PROCTORS, AND CONVEYANCERS BILL.

The following statement in support of this Bill has been made by the Council of the Incorporated Law Society:—

The existing law relating to attorneys and solicitors is comprised, mainly, in the Act of the 6 & 7 Vict. c. 73, intituled, "An Act for consolidating and amending several of the laws relating to attorneys and solicitors practising in England and Wales."

This Act was prepared and promoted by the Incorporated Law Society. It received the sanction and approval of the judges of the courts both of law and equity. At the society's request, the late Lord Langdale, then Master of the Rolls, introduced it into and carried it through the House of Lords; and it was taken charge of in its passage through the House of Commons by Sir Frederick Pollock, then Attorney-General, and now Lord Chief Baron of the Court of Exchequer.

After reciting that the laws relating to attorneys and solicitors were "numerous and complicated," and that it was expedient "to consolidate and simplify, and to alter and amend the same," it proceeded to repeal, in whole or in part, no fewer than thirty-two distinct statutes, and to enact other provisions in lieu of those repealed. Upon the provisions thus enacted rests the whole of the existing system for the education, examination, and admission of persons desirous to practise as attorneys and solicitors, and for the enrolment and registration of the persons so admitted. As a part of this system, the Act created the office of "Registrar of Attorneys and Solicitors," and directed that, until otherwise ordered by the chief judges of the three Courts of Common Law and the Master of the Rolls, the duties of such office should be performed by the Incorporated Law Society, and that certain fees should be paid to and received by the society to enable them properly to perform the same. The Act also contained various provisions for preventing persons not duly admitted and enrolled from acting as attorneys and solicitors, and in relation to the taxation, security, and payment of costs. It dealt, in fact, fully and completely with, and embodied in a single statute, all the most material points relating to the law of attorneys.

The experience of sixteen years, however, having shewn that, in several particulars, this law required amendment, and that the system of legal education was susceptible of further improvement, the council of the Incorporated Law Society, in the year 1859, prepared a Bill with great care, with a view to effect the required alterations.

The council took pains to ascertain the sentiments of that branch of the profession to which they themselves belong, with regard to the proposed changes, by circulating copies of the Bill, or a full summary of its contents, amongst the leading members of the profession in London, and amongst the various Provincial Law Societies throughout the country, from all of whom suggestions were invited. They also sent a copy of the Bill to each of the judges, requesting their sanction to it, and they sent copies to the Masters of all the Common Law Courts, from several of whom they received valuable suggestions.

The Bill, as finally settled, met with very general approval, and Lord Campbell, then Lord Chief Justice of England, expressed to the society his approbation of its provisions, and his readiness to give it his support, whenever it should reach that branch of the Legislature of which he was a member. His Lordship shortly afterwards becoming Lord Chancellor, was so good as to introduce the Bill into the House of Lords in the session of 1859, and having passed through its several stages in that House under his Lordship's auspices, it was sent down to the House of Commons on the 27th of July.

Owing, however, to the late period of the session (the Bill not having been considered in committee until the 12th of August), and the delay occasioned by some objections made by the Board of Inland Revenue, which were eventually removed, the Bill did not pass.

It was the intention of the council that the Bill should be introduced into the House of Commons immediately on the opening of the present session; but this was delayed by some necessary arrangements, first with the several Inns of Court, as to the annual renewal of certificates by conveyancers below the bar, and secondly, with the Board of Inland Revenue, as to simplifying the machinery for collecting the duty on certificates.

Before these arrangements could be completed, an honourable member brought in a Bill with the same title, and professedly for the same object, as the society's Bill of the previous session, namely, "to amend the Act for consolidating and amending several of the laws relating to attorneys and solicitors practising in England and Wales." It consisted of twelve

clauses, *ten of which were taken from the society's Bill* (which consisted of thirty-three clauses), and the remaining two were inserted for the purpose of enabling persons, having been clerks to attorneys or solicitors for a period of ten years, to be bound under articles, with a view to admission to practise after a service of three years.

On learning, as they did for the first time from the votes, that a Bill to amend the law of attorneys and solicitors had been brought into the House of Commons, the council of the society at once placed themselves in communication with the honourable member by whom it had been introduced. They explained to him the objects of their own Bill of the previous session, and the circumstances under which it had been prepared, carried through the House of Lords, and brought down to the House of Commons, as above set forth; and they suggested to him that either his more limited Bill should be withdrawn in favour of the larger measure of the society, or that the progress of his Bill should be delayed until the Bill of the society had been introduced, in order that the House might then form its own judgment of the relative merits of the two measures.

Neither of the courses suggested was adopted, and the Bill proceeded to a second reading. An attempt was afterwards made, in committee on the Bill, to introduce the clauses (twenty-three in number) which had been omitted from the society's bill of last session; but it was objected that they involved changes too extensive to be introduced in committee, and that they might form the subject of a separate Bill. Accordingly, the Bill of the present session passed the House of Commons very nearly in its original shape, and was taken to the House of Lords.

It was considered by the council of the society to be wholly inconsistent with the policy of modern legislation, to encumber the statute book with separate Acts on subjects strictly cognate in their nature, and which might properly be dealt with by a single Act.

In these circumstances, therefore, the Bill prepared by the society was brought into the House of Lords by Lord Chelmsford, under the title of "An Act to amend the Laws relating to Attorneys, Solicitors, Proctors, and Certificated Conveyancers;" and having passed through its several stages in the House of Lords without opposition, and with the support and approval of the Lord Chancellor, Lord Cranworth, and other Law Lords, has come down to the House of Commons; and the partial and imperfect measure which passed the House of Commons, as before-mentioned, has not been proceeded with in the House of Lords.

The Bill now before the House of Commons stands for second reading on Wednesday, the 18th of April. Its object is to carry out a general plan for the elevation and improvement of the profession, and for simplifying the machinery for collecting the annual duty on certificates, and for meeting other evils complained of by the profession. The plan has been for a long time under the consideration of the society, and has been submitted to the profession at large and (with the exception of clause 4, which has been added in deference to what appeared to be the general opinion of the House of Commons) has been generally approved.

LAW OF PROPERTY BILL.

The following observations have also been made by the Council of the Incorporated Law Society upon this Bill:—

The declared object of the Bill with respect to judgments, is to place freehold and copyhold estates upon the same footing as leaseholds. The Bill does, however, much more than this, for it deprives judgments, though registered under the Acts 1 & 2 Vict. c. 110, 2 & 3 Vict. c. 11, and 18 & 19 Vict. c. 15, of all practical effect as equitable charges upon lands of any tenure, and the Bill applies to judgments already entered up and registered, as well as to those to be entered up after the passing of the Act.

The 1st section of the Bill amounts practically to a repeal of the 13th section of the 1 & 2 Vict. c. 110 (the Act for abolishing arrest on mesne process).

Henceforth, by the operation of this 1st section, no judgment, although duly registered under the Acts already referred to, and although a purchaser or mortgagee may have distinct actual notice of it, will affect land of any tenure as to a purchaser or mortgagee, unless a writ of execution is issued and registered before the execution of the conveyance or mortgage, and payment of the purchase or mortgage money; and even then, not unless the writ of execution be put in force within three months from the time when it was registered; but judgments already entered up are to be binding on purchasers as far as they were binding before the Act, if any execution issued on them be registered on or before the 1st November 1860, and executed within three months afterwards.

Now, without at all disputing the general policy of preventing courts of justice from becoming parts of the machinery for creating and registering incumbrances on landed estates, it is submitted that to do away with the only general register now available for such incumbrances, without providing any substitute for it, is highly inexpedient, and will produce very great practical inconvenience.

The Act 1 & 2 Vict. c. 110, and the subsequent Acts, having not only made judgments equitable charges on land, but (by requiring them to be registered) having provided the means by which in practice notice is given to all intended purchasers and mortgagees, judgments have been regarded by creditors, and especially bankers, as the most convenient form of obtaining a general charge upon their debtors' estates by way of security for advances, or debts due on current accounts; and numerous instances must exist where these judgments have continued a running charge upon the debtors' estates for many years without any inconvenience to the debtors or to persons dealing with them. Unless provision is made for a substituted register of general charges on land, having the same operation as judgments, the Bill will effect a most serious alteration in the existing relations between debtors and creditors. At present, if a creditor thinks that his debtor has not the immediate means of paying his debt, or if he is willing to give time for payment, he may obtain by a registered judgment, at a trifling expense to the debtor, the best security which the debtor can give, namely, an equitable charge on all his freehold, copyhold, and leasehold estates, of which all persons dealing with his property will practically get notice by searching the register. But when the Bill passes, the creditor who gives time to his debtor will do so at the risk of losing his debt. No unregistered equitable mortgage would give security equal to that of a registered judgment, whilst the legal expense of such a mortgage would be, in most cases, tenfold that of a judgment; the only safe course for the creditor will be to issue execution as soon as possible; and many a debtor, who, if time could have been given, would have retrieved his affairs, will be ruined by the pressure which the Bill will put upon him.

No complaint has been made of any injury sustained by land-owners, purchasers, mortgagees, creditors, or debtors, from the operation of the existing law; on the contrary, it is believed that if evidence were gone into before a committee upon the subject, the result would be to prove the general convenience of the law as between debtor and creditor, as well as between land-owners and their incumbrancers. It is, therefore, most respectfully submitted that the Bill should be referred to a select committee, which would inquire into and report upon the expediency or inexpediency of altering the existing law in respect to judgments, without providing a substituted register for incumbrances having the same operation.

It is also submitted that the subject of registration of judgments, and all other charges on land, will be much more properly and conveniently dealt with as part of the registration scheme, which it is understood will be brought forward by Government during the present session; and that it is desirable to suspend legislation on this subject until the Registration Bill is before Parliament.

With regard to judgments already entered up and registered, the provisions of the Bill are, however, objectionable on much more serious grounds. These provisions would indeed be a complete violation of existing rights under judgments which are in truth statutable contracts between the parties.

To deprive judgments now entered up and registered, of their effect as against purchasers and mortgagees having notice of them, unless execution be issued and put in force at latest within three months after the 1st November, 1860, is to place judgment creditors in the very unfair position of being obliged to take steps of needless and vexatious hostility against their debtors, and require payment of debts which both they and their debtors desire to leave unpaid, under the penalty of losing the whole practical value of their securities.

The unreasonableness of this legislative interference with the existing arrangements between creditors and debtors becomes more obvious, when it is remembered that a judgment is, under the Act of 1 & 2 Vict. c. 110, a statutable agreement in writing by the debtor, to charge his lands with the debt recovered, and that if the debtor, instead of giving a judgment, had actually signed such an agreement, and a purchaser deal-

ing with his debtor had distinct actual notice of it, there cannot be a doubt that a court of equity would enforce the charge against the lands of the debtor, notwithstanding the sale to the purchaser; but the proposed enactment would take away this power from a court of equity, by the express declaration contained in the 1st section—"whether such purchaser or mortgagee have notice or not of such judgments," and the result is, that arrangements made on the faith of a public statute would be superseded without regard to the consequences which may be entailed on the parties, and apparently for the sole purpose of effecting an uniform mode of dealing with judgments past as well as future.

It is submitted that whatever may be done with respect to future judgments, judgments already entered up and registered should not be in any way interfered with.

Turning to a totally different subject—

It is submitted that if further legislation be necessary with respect to the suppression of documents of title, the 10th section of the Bill should be framed thus:—

"The 24th section of the 22 & 23 Vict. c. 35, was directed against fraud only, and shall not be deemed to have authorised or required any information in regard to title which would not have been justified by the practice of solicitors acting *bonâ fide* before the passing of the said Act."

PENDING MEASURES OF LEGISLATION.

Marriages (Extra-parochial Places).

The following is the Bill brought in by Lord Wensleydale, intituled "An Act to remove Doubt as to the validity of certain Marriages in Extra-parochial Places":—

Whereas by a statute passed in the twentieth year of the reign of her present Majesty, entitled "An Act to provide for the Relief of the Poor in Extra-parochial Places," it is enacted, that where any extra-parochial place has belonging to or within it any church or chapel of the church of England, the bishop of the diocese within which such church or chapel shall be locally situate, may, if he think fit, authorise by writing under his hand and seal the publication of banns and the solemnisation of marriage by banns or licence in such church or chapel of persons residing within such extra-parochial place, and such written authorisation shall be registered in the registry of the diocese: and whereas doubt may arise whether, under the said recited Act, it was lawful for the bishop to license chapels for marriages between parties one only of whom should be resident in such extra-parochial place, and whether the licence of chapels, for the marriage of parties resident in such extra-parochial place, authorised marriages between parties one of whom only should be so resident: and whereas it is expedient to remove such doubt: be it therefore enacted and declared by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1. The authority given by the bishop in consequence of the said recited Act for the publication of banns, and the solemnisation of marriages by banns or licence, in such church or chapel, shall be construed to extend to and authorise marriages in such churches or chapels, between parties both or either of them being resident in such extra-parochial place, and all such marriages so had shall be deemed valid in like manner as if such extra-parochial place had been a parish: provided that, when the parties to any marriage intended to be solemnised after publication of banns shall reside within different ecclesiastical districts, the banns for such marriage shall be published in the church or chapel authorised under the provisions of the said recited Act, in which the marriage is intended to be celebrated, as well as in the chapel of the other district, licensed under the provisions of one of the statutes in such case made and provided, where one of the parties then is resident, and if there be no such chapel then in the church or chapel in which the banns of such last-mentioned party might be legally published if no such statute had been passed.

2. The provisions in the statute six and seven William the Fourth, chapter eighty-five, section twenty-five, shall apply to such marriages as in this Act mentioned.

It has been stated that there is a Scotch private bill before Parliament, to which 60 different parties offer opposition, 30 of these presenting separate briefs, each with a retainer of 100 guineas, and 15 guineas a day to one and the same advocate. The case has already lasted ten days at a cost of nearly £8,000 for fees alone.

Recent Decisions.

[*House of Lords and Equity, by* J. Napier Higgins, Esq., *Barrister-at-Law; Common Law, by* James Stephen, Esq., *Barrister-at-Law.*]

HOUSE OF LORDS.

Actio Personalis Moritur cum Persona.

Davidson v. *Tulloch*, 8 W. R. 309.

There are some fundamental principles of law which cannot be said to belong exclusively either to equity or common law; and of these, that which is expressed in the above maxim is an instance. The same rule of policy applies equally to cases arising under either jurisdiction. Indeed, the maxim was in force in English law prior to the date of distinct equitable tribunals. Its first application appears to have been confined to actions *ex delicto*, which, according to immemorial law, could not be brought after the death of either the party aggrieved or the injurer. The principle, however, expressed in the maxim has been long since modified both by statutory enactment and by judicial decisions; so that now it constitutes a very recondite head of law, there having been several somewhat arbitrary enactments and decisions as to what rights of action survived to personal representatives of deceased persons, and as to those which died with the person. The rule expressed in the maxim is now of course confined to the latter class only. The subject will be found so well discussed in Mr. Broom's "Legal Maxims," 400, and in Mr. Joshua Williams's "Principles of the Law of Personal Property," that it is unnecessary to enter upon it at any length. In *Davidson* v. *Tulloch*, amongst the numerous points which were discussed, was raised the question, whether according to the law of Scotland, the executor of a bank director who had made fraudulent misrepresentations of the state of the assets of the bank, was liable in an action of damages for the consequences of such misrepresentation. On this point there appeared to be no difference of opinion amongst the learned lords who heard the case. The Lord Chancellor said that it had been proved to demonstration that according to Scotch law, if by a delict "pecuniary loss is occasioned, and the party dies was guilty of the fraudulent misrepresentation, an action lies against his executor, if the executor is *lucratus*, that is, if he has assets." Lord Cranworth was of opinion, that according to the law of Scotland, if a wrongful act is fraudulently perpetrated by any man to the injury of another, the latter has a right upon the death of the injurer to proceed against the representative for redress; and his lordship appeared to be also of opinion that such was not an incorrect statement of the English doctrine of law upon the subject—as to which see 2 "Williams's Executors," 2nd edition, 1224.

EQUITY.

Practice—Motion for Decree—Right to Read Answer.

Stephens v. *Heathcott*, 8 W. R. 336.

Under the Chancery Amendment Act of 1852, where a motion for decree is made after an answer has been filed, the answer may, for the purposes of the motion, be treated as an affidavit; and although it is usual in practice, it has not been uniformly considered to be necessary for the plaintiff to give notice of his intention to read the answer in support of his case, even as against a co-defendant. There has never been any doubt that a plaintiff is entitled to read the answer of one defendant against another upon giving the latter proper notice of the plaintiff's intention to do so; the doubt has been as to whether a co-defendant had any rights on this point distinct from the defendant whose answer it was proposed to read at the hearing. In the present case, the reciprocal rights of a plaintiff and a defendant in respect of such defendant's answer were considered; and inasmuch as the question is now one of great importance, on account of the number of causes brought to a hearing in this manner, Vice Chancellor Kindersley framed five questions on the practice, for the opinions of the registrars of the court, which were given to the following effect:—

1st. A plaintiff can read the answer of a defendant against that defendant without notice.

2nd. The registrars are not aware of any decision that a defendant can read his own answer against the plaintiff without notice.

3rd. They are not aware of any decision to the effect that, if a plaintiff reads one passage of a defendant's answer against the same defendant, such defendant can read the whole of his answer against the plaintiff without notice.

4th. The registrars refer to two cases as the grounds of their

opinion, that a plaintiff cannot read the answer of one defendant against another defendant without notice.

5th. They were of opinion that one defendant cannot read the answer of another defendant against the plaintiff without notice.

The particular point for the decision of the Court in the present case was, whether the defendant could read his own answer against the plaintiff without notice; and this question his Honour decided in the negative; but he was of opinion that where the plaintiff reads a part of a defendant's answer, such defendant could read the whole answer against the plaintiff. The Vice Chancellor's judgment proceeded altogether upon the ground that the object of all orders and rules applicable to the point under consideration was, that no party should be taken by surprise; and therefore, that one defendant should not be allowed to read the answer of another defendant against the plaintiff, without notice; and that for the same reason a defendant should not be allowed, except upon notice, to read his own answer against the plaintiff. It will, therefore, be always desirable to bear in mind that previous to a motion for decree in these last-mentioned cases, proper notice of an intention to read the answer should always be served. The mode and time of serving such notice by a defendant, we believe, is not provided for by the General Orders of the Court.

This case is an illustration of the many important points of practice which have been allowed to remain unsettled by the Consolidated Orders; for although the registrars in their opinion refer to *Cousins* v. *Vasey*, 9 Hare, App. lxi., and *Tuck* v. *Lamprell*, 3 W. R. 193, as authorities for the proposition that a plaintiff cannot read the answer of one defendant against another without notice, yet, we find in Mr. Tripp's "Chancery Forms"—a careful and well-considered work—that Mr. Tripp alludes to *Cousins* v. *Vasey* as an authority that it is not necessary for the plaintiff to give notice of his intention to read a defendant's answer against a co-defendant.

It appears that the Master of the Rolls in a recent case, *Rehden* v. *Wesley*, has held, that a plaintiff after having given notice of motion for decree, is entitled to cross-examine defendants who have answered, but not to use such cross examination against other defendants who have not been required to answer. How far this rule would apply in a case where the plaintiff had given notice of his intention to read the co-defendant's answer, has yet to be decided. By giving notice of such intention, the plaintiff makes the co-defendant his own witness as against the other defendant who may not have answered; and apart from any embarrassment arising from the cross-examination of one's own witness, there appears to be extreme difficulty in coming to a conclusion, which would prevent a co-defendant from having the benefit of the cross-examination, or further evidence, of a witness whose testimony was used against him.

COMMON LAW.

LAW OF BANKRUPTCY—12 & 13 Vict., c. 106, ss. 211, 178, 142.

Williams v. *Dray*, 8 W. R., Q. B., 259; *Thomas* v. *Hopkins*, ib., C. P., 262; *Plant* v. *Cotterill*, ib., Ex., 281.

The above are three cases which, as they all illustrate the bankrupt law, may conveniently be noticed together.

By one of the provisions of the Bankruptcy Consolidation Act, 1849 (12 & 13 Vict., c. 106, s. 211), a trader who is unable to meet his engagements may submit himself to the jurisdiction of the Court, and obtain thereupon an order for "protection till further order"—such protection being by the Act renewable "from time to time," both as respects his person and his property. With reference to this provision a very recent case in the Exchequer (*Bellhouse* v. *Mellor*, 4 H. & N. 116) shows that during the existence of such an order, a writ of execution levied on the petitioner's goods is of no effect so far as the execution creditor is concerned; but that the petitioner's assignees (if subsequently to the petition for protection he has been made bankrupt), or else the petitioner himself or the persons appointed by the Court under his petition, are entitled to the proceeds. *Williams* v. *Dray* is to the same effect, and was determined on the authority of *Bellhouse* v. *Mellor*, which last case does not seem to have been reported in the *Weekly Reporter*.

In the second case above referred to, there arose the question, whether a bankrupt's certificate discharges him from the necessity of paying for his son's schooling (payable quarterly and not in advance) for the balance of the quarter during which he becomes a bankrupt. The solution of this depends on whether the claim for the residue of the quarter be one provable under the bankruptcy; for if it be not, the certificate is no bar to an action brought for its amount. Now the only section of the Bankrupt Consolidation Act under which it could be attempted to be proved, is that very elastic one (s. 178) which enables a creditor to prove against a bankrupt in respect of his "liability to pay money on a contingency." As to the construction of this section, there have been several recent decisions (such as *Warbury* v. *Tucker*, 5 Ell. & Bl. 384, and others), none of which touch the point of the present case. Under a former bankrupt law, however, it was clear that a certificate has no effect with regard to demands inchoate and accruing only, at the time of bankruptcy; and indeed it was expressly held that a schoolmaster's bill becoming due two days after the defendant became bankrupt must be paid, notwithstanding his certificate (*Parslowe* v. *Dearlove*, 4 East. 438); and the Court of Common Pleas, though apparently without having had their attention called to the case just mentioned, arrived at a similar opinion with regard to the existing bankruptcy law; and gave judgment for the schoolmaster, on the ground that, at the time of the bankruptcy, the defendant was not under a "liability" to pay anything, but only under a contract to pay a certain sum at the end of the quarter, provided the schoolmaster continued the boy at school, and taught him there till the expiration of that period.

The third case of the above group turned on the 142nd section of the Consolidation Act, which vests in the assignees of a bankrupt by virtue of their appointment and without any deed of conveyance for that purpose, all the real estate and interest therein which shall come to the bankrupt before he obtains his certificate; and, as incident to this, gives the assignees also all the "deeds, papers, and writings" respecting the same. The question was, whether this provision is retrospective, that is to say, whether it applies to persons who became bankrupt before the year 1849. If it does, then assignees appointed under the Consolidation Act are entitled to the real estate (and that without any conveyance) coming to a bankrupt who was adjudicated such under the machinery of a previous Act, according to which, before such vesting could take place, a conveyance to the assignees was requisite. The Court held that the provision was retrospective, and that consequently no conveyance to assignees is now ever required. They also held, that in an action for the conversion or detention of a chattel, the statute of limitations can be no defence unless there has been adverse possession during the period of five years (see *Philpott* v. *Kelley*, 3 A. & E. 106.) As a corollary from this, they said that such a plea was not available in an action by the assignees against persons claiming as trustees appointed by the bankrupt, for the detention of the title deeds of part of the bankrupt's real estate. For, they remarked, that title deeds belong to the estate to which they relate, and should go with it; that in the present case the defendants being entitled to the land in question, subject only to the superior title claimed of the bankruptcy assignees, could not be said to have held the deeds *adversely*, and could not therefore set up the statute of limitations in an action for their detention.

ATTORNEY AND CLIENT.—CHAMPERTY.

Anderson v. *Radcliffe*, 8 W. R., Exch. C., 283.

Of this important case, affecting as it does the validity of a not unfrequent arrangement between clients and their legal advisers, we gave an account in a previous volume* on the occasion of the Court of Queen's Bench pronouncing judgment. As this judgment has now been affirmed in the Exchequer Chamber, it is sufficient simply to repeat that an attorney may lawfully take from his client, as security for the repayment of monies advanced for the purposes of an action of ejectment in which the client has recovered a verdict, a bill of sale of the crops growing on the premises recovered. From the judgment of the Exchequer Chamber, however, the following sentence may be usefully remembered:—"It is champerty if the attorney furnishes means for conducting a suit on condition of having a share in the thing recovered." The Court distinguished the present case, as no such condition appears to have been made before the monies requisite were furnished; and they also took occasion to approve of a distinction taken by the Court of Queen's Bench in *Simpson* v. *Lamb* (7 Ell. & Bl. 84), between the purchase of the subject matter of a suit or of part of it, and an advance by way of security only. "It is easy," said the Court of Exchequer Chamber, "to see a reason for this distinction; for it might well be dangerous to allow an attorney to have that influence over his client with reference to a purchase of the estate in the case of an absolute sale, which he would not have in the other case. There is no reason why that distinction should not be adopted."

* Vol. 2, p. 894.

Correspondence.

IS THE HOUSE OF LORDS BOUND BY ITS OWN DECISIONS?*

Sir,—It was laid down in *Wilson* v. *Wilson*, 5 H. of L. Ca. 40, that although the decision of the House is conclusive of the case in which it is pronounced, and cannot be reversed but by Act of Parliament, if it appear that that decision was based upon an erroneous principle, the House is not bound to adhere to that principle in any subsequent case. When I penned my former answer to this question I had forgotten the name of this case.

The subject was brought to my recollection by the arrival this morning of the new part of Mr. Moore's Reports. In the course of the argument in *Hodgson* v. *De Beauchesne*, (12 Moo., P. C. C. 285,) Mr. Pemberton Leigh (Lord Kingsdown) put a question which seems to imply a contrary opinion. Suppose, he said, a case brought here by appeal from the Mauritius, this tribunal would then be sitting as a French court, and the decision be founded upon French law; if another appeal came before us upon the same question of French law, should we not be bound by our previous decision? And again, in reference to an argument that the Code Napoleon cannot apply to a will made in English form by an Englishman *de facto* domiciled in France, he asked, are we not concluded by *Bremer* v. *Freeman* (10 Moo. P. C. C. 406) from entertaining this argument?

On the other hand, his lordship afterwards said *arguendo* would it fall *ex necessitate* that because an Englishman was domiciled in France, his will would be bad unless made according to the requirements of the law of France? *Bremer* v. *Freeman* only decided that the will before the Court was not good by the law of France. It may be that that case, though right on the facts proved, may not be so according to the law of France; and if not, then is it not competent to parties to come here and raise the same point?

Every word that falls from this distinguished lawyer deserves attention.

Bungay. Philip W. Dodd.

CHIEF CLERKS.

Sir,—I cannot understand the objections to the appointment of chief clerks communicated to you, and published in a late number of your Journal. The language and tenor of such objections convince me that they emanate from a Q.C. of long standing and great eminence, and therefore command the greater respect. In the first place, he objects to the quantity of business thrown into chambers; but his article admits that the business, though increased and increasing much beyond the amount contemplated, is well done, and, if so, the public cannot complain. The Legislature has thought it proper during the last session of Parliament, to add to the business of the judges in equity that of advising, as counsel, executors and trustees. Why the general bar has been eliminated in this respect, I cannot pretend to say; it certainly adds much to the business of the judges, and will tend to prevent their attending in person to other matters before them. This, however, is the fault of the Legislature, and not of the judges, who really have no idle time upon their hands; and additional chief clerks must be appointed if business is to proceed without delay. Hitherto, most of the judges attend at chambers twice (and one of them four times) a week, to dispose of the chamber questions; and if questions require the assistance of counsel, the parties have only to desire the adjournment into court, and their request is complied with. I have never found any feeling on the part of the chief clerks to discourage suitors from bringing any matter before the judge personally. It is asserted by your correspondent (I must presume on authority) that there is a rivalry among the different chief clerks as to the amount of business disposed of in their respective chambers; I do not know and never heard it suggested that there was any such rivalry, but suppose there is; surely, when it is found that the chief clerks do their work well, as the before-mentioned article admits, such rivalry ought to be commended by the public, who alone receive the benefit.

X. Y. Z.

A return has just been issued by the Governor of Somerset County Gaol, by which it appears that from the year 1850 to 1859 inclusive, 398 persons were summarily convicted for contravening the game laws.

* See pages 399, 419.

The Provinces.

Birmingham.—We understand that there is now some probability that the question in dispute between the mayor and the magistrates, as to the right of the former to take the chair at meetings of the justices, will be set at rest. Mr. Lloyd, the mayor, for the purpose of obtaining a satisfactory determination of the question, laid the whole subject before the Home Secretary, and showed the importance of the question, not only to this, but also to other boroughs, where it would, no doubt, be raised if the matter were allowed to remain undecided. Sir George Lewis saw the force of the appeal, and at once took the opinion of the law officers of the Crown on the meaning and intention of the clause in the Municipal Corporations Act in which the precedence of the mayor is declared. That opinion has been given, and a copy forwarded to the mayor. It is short and explicit. It declares that under the section of the Act so often referred to, the mayor of an incorporated borough takes the chair as a matter of right at all sessions, special or petty, and that the "precedence" is magisterial and official, and not social. It is hoped that this authoritative opinion will put an end to the unhappy dispute which has so long existed upon the subject.

Bristol.—A court for rules was held on Monday, the 2nd inst., in the grand jury-room at the Guildhall. Mr. Wadham, as deputy of the recorder, presided.—Mr. Wadham said before they commenced the business of the court he thought it right to allude to the change which had taken place in the office of registrar. It would be known to most of them, probably to all, that Mr. Palmer had retired from the office, and that his partner, Mr. Wansey, had been unanimously chosen as his successor. Mr. Palmer had been connected with the court for a great number of years, both as registrar and previously to that as being in the office of his father; and he had, therefore, a most intimate and perfect knowledge of the practice and procedure of the court. Mr. Wansey, from his connection with Mr. Palmer, had had more opportunities than most men of becoming acquainted with the practice and procedure; but it could scarcely be expected that the knowledge of any of them would be equal to that of Mr. Palmer; and he (Mr. Wadham) had therefore to ask the assistance of the various practitioners in the court for Mr. Wansey and himself.—Mr. Hill said, as the senior practitioner present, he was satisfied from his own experience, of Mr. Wansey's ability and courtesy, and from all that he could learn from practitioners out of doors, the appointment was one which would be most satisfactory.—Mr. Plummer also expressed his satisfaction at Mr. Wansey's appointment. During the several years in which Mr. Wansey had acted with Mr. Palmer, he had won the general respect and esteem of the profession, whose duties he had facilitated.—Mr. Wansey briefly expressed his thanks, and stated that he had seen Mr. Palmer that morning, and although, of course, he was not aware that any reference would be made to his name, yet he desired him to say he was extremely sorry that, on account of the state of his health, he would be unable to meet them and wish them all good bye. He (Mr. Palmer) felt and appreciated the kindness of the practitioners and officials of the court, and acknowledged the able assistance they had ever afforded him, and he desired him (Mr. Wansey) to thank them all, to wish them all well, and to express a hope that they might long be spared to practise in that court, and to enjoy a happy and prosperous life.—Mr. Hill: And we all wish that he may long enjoy his *otium cum dignitate*.

Salisbury.—The following altercation took place between the judge and the jury after the trial of a case at the quarter-sessions, recently held here by the recorder, Mr. J. D. Chambers. The jury, after some deliberation, returned a verdict of "Not guilty."—The Recorder: "Gentlemen of the jury, I must say you have found a most singular verdict. Let me ask you what are your reasons?"—Mr. Dawkins: "It was my conviction, and that of others, that the evidence was insufficient."—The Recorder (testily): "What! It is my duty to tell you that you have returned a verdict directly contrary to the evidence. I will not proceed to try another case with such a jury. Let them be discharged."—Mr. Dawkins: "As one of the jury I must say that I think you are exceeding your duty, and don't know your business."—A Juryman: "You may as well turn round and bully us at once."—The Recorder: "You are discharged; I won't have the next case tried by such a jury"—Mr. Dawkins: "As long as you, sir, preside at these sessions I will always be fined rather than serve on a jury again."—The jury then left the box.

Walsall.—A special meeting of the borough justices was held in the mayor's parlour, on Monday, the 2nd inst., under the presidency of the mayor, Joseph Day, Esq. when, after some preliminary business, the question as to the best means of carrying out the proposal made at a former meeting, that the magistrates' clerk be paid by salary and not by fees as heretofore, was discussed.—The Clerk now stated that he had communicated with several gentlemen upon the subject, and had written to the Home Secretary, whose letter set forth briefly that any movement in this respect must be made by the town council, and not by the justices. Mr. Oerton said he was aware that such was the law; but in bringing the subject before the magistrates he thought that it would be quite in their province to ask the council to move in the matter. He wished that the clerk would have a copy of his letter to the Home Secretary entered on the minutes, in order that there should not at any time be any dispute as to the question asked and the reply given. He did not entertain a shade of a doubt but that the letter was in every way as strictly correct as possible; but it was only fair that as they had the answer, they should have a copy of the terms in which the question was put.—Mr. Shannon was of opinion that it would be more satisfactory to the public if they knew what the magistrates' clerk was paid for his services.—Mr. Darwall handed in a statement of the amount he had received; and from this it appeared that in 1855 the amount of fees was £384 14*s*, 1*d*.; 1856, £384 11*s*. 4*d*.; 1857, £455 16*s*. 1*d*.; 1858, £390 6*s*.; 1859, £399 0*s*. 2*d*.; average for the five years, £402 17*s*. 4*d*.—Mr. Oerton proposed as a recommendation to the town council, that the salary paid to Mr. Darwall be £300 a year.—Mr. Shannon seconded the motion.—Mr. Newman did not see why they should make any reduction in the salary; and as the average of the last five years was upwards of £400, he proposed as an amendment that the £400 a year be recommended.—Mr. Stokes seconded the motion. —The amendment was carried, Mr. Oerton and Mr. Shannon being the only two voting against it.

Ireland.

A marriage will shortly take place between the Right Hon. J. D. Fitzgerald, late Attorney-General for Ireland, and M.P., now one of the judges of the Court of Queen's Bench, and the Hon. Jane Southwell, sister of Viscount Southwell.

The Master of the Rolls has made the following appointments:—James Morrin, Esq., Clerk of Enrolments; W. Digges La Touche, Esq., First Clerk; and C. O'Keeffe, Esq., Assistant-Clerk in the Rolls Office in Chancery. The gentlemen were duly sworn in by the Clerk of the Hanaper before the Lord Chancellor.

Scotland.

On Friday, the 6th inst., the mortal remains of the Baroness Stratheden and Campbell were deposited in the family vault in Jedburgh Abbey. The mournful solemnity was conducted as privately as possible. The Lord Chancellor was present, accompanied by his seven children. After reposing a few days at Hartrigge his lordship will return to London for the discharge of his public duties.

Foreign Tribunals and Jurisprudence.

America.—In the Court of Common Pleas in the Champaign (Ohio), a singular suit has lately been decided. The action was brought by Jane Brush against Peter Lawson under the "act to provide against the evils from the sale of intoxicating liquors," which was passed May 1, 1854. The seventh section of this act gives to a wife, child, parent, guardian, employer, or other person who shall be injured in person, property, or means of support, by an intoxicated person, a right of action against the person who sold the liquor to the intoxicated person. The damages were laid at 20,000 dols. The plaintiff set forth in her petition that she was, on the 29th of April last, and now is, the wife of one Reed Brush; that said Reed Brush was, and for a long time hitherto had been, in the habit of getting intoxicated and drunk, which was well known to the defendant. That said defendant, well knowing the premises, did, on the 29th of April last, 1859, in violation of law, sell and deliver to said Brush one pint of whiskey, which the said Brush then and there drank, and with which the said Reed Brush was made intoxicated and frenzied. That in consequence of said sale, and by means of said drunkenness, and while in the state of intoxication, said Brush did furiously seize an axe, and without provocation upon the part of plaintiff, with force and violence cut off her left foot, whereby the plaintiff is now crippled. The defendant alleged that the maiming, &c., of the plaintiff was the result of a domestic quarrel brought about by her unchaste conduct, &c. The court ruled that the immoral character of anyone cannot reduce the rights guaranteed by law to him. The law makes Reed Brush the instrument of Peter Lawson, and the defendant cannot claim anything more in this case than if he had *in propria persona* thrown the axe. The jury, after a consultation, returned a verdict for the plaintiff, assessing her damages at 5,000 dols.

The following curious case of bigamy came before the Court in Albany, United States.—In June, 1848, the prisoner, a Scotchman named Glen, married Grace Campbell, at her father's house at Kilmun, in Scotland, and soon afterwards deserted her and her child, and went to America. About two years ago he renewed correspondence with his wife in most affectionate terms, regretting his past misconduct, and inviting her to America. He continued writing to her for many months, and ultimately sent her money to carry her and her child out. She then left her situation at Gourock and went to America; but on her arrival at Albany, where he resided, was shocked to find that he was again married. He denied all acquaintanceship with her, and she applied to the police authorities. Glen was apprehended; but as there was no witness but the wife herself, he was at once liberated. Information of these proceedings having reached Greenock, where the wife's family reside, Mrs. Murray, the sister of Mrs. Glen, who had been present at the marriage, at once with great spirit set off to America. On her arrival at Albany, Glen was again arrested, and, to his surprise, Mrs. Murray appeared in the witness-box. Her evidence and that of the clergyman who performed the ceremony of the second marriage with a Miss Wiley, in April, 1858, warranted his committal, and he had to give bail for his appearance to the amount of 2,000 dollars. This bail he found, but his sureties becoming afterwards suspicious of his intention to meet his trial, withdrew their bond, and he was committed to prison. The trial lasted four days, the witness Mrs. Murray having been kept in the box five hours; but her evidence was unshaken. The defence was, that the first marriage was in reality no marriage at all, but that if it was, the fact of the wife absenting herself from her husband and from the United States for more than five years, invalidated it, and the prisoner committed no crime in again marrying. The jury, after an absence of fifteen minutes, returned into court with a verdict of guilty. Judge Wolford pronounced sentence of imprisonment at Clinton Prison for the term of four years and two months.

The Assembly, after discussion, has ordered the Bill for the Abolition of Capital Punishment to a third reading, by a majority of thirty. It requires sixty-five votes to pass a bill on its third reading, and there are supposed to be seventy-six in favour of the measure, of whom seventy are expected to be present when the Bill is read again. The Bill is very short and simple, substituting for death imprisonment for life, with the effect of civil death. Offences now capital are not to be bailable.

France.—At the court of assizes of Avergnon, a peasant of the name of Bley was tried for the murder of one of his children, a boy five years of age, by strangling him. The commission of the crime was fully proved, as also that the prisoner had declared to some of his neighbours "that a father had the right to wring the necks of his children when he had too many, provided he had taken the precaution of first having them baptised, so as to secure them the joys of heaven." The jury, although bringing in a verdict of guilty, said there were extenuating circumstances; and the court condemned the prisoner to hard labour for life.

Orfila, the celebrated French chemist, being examined as "expert," on a capital trial, was asked by the president whether he could tell what quantity of arsenic was requisite to kill a fly. The doctor replied, "Certainly, M. le President; but I must know beforehand the age of the fly, its sex, its temperament, its condition and habits of body, whether married or single, widow or maiden, widower or bachelor. When satisfied on these points, I can answer your question."

The Minister of Justice has addressed two confidential circulars to the Presidents of the Civil Tribunals and the Procureurs-Impériaux, one recommending them not to neglect prosecuting clerical offenders, without regard to rank, for any infraction of the organic laws of the Concordat; the second recommending an inquiry into the origin of the property held

by religious communities, and as to the period at which such property may lapse.

The Tribunal of Correctional Police in Paris, on Saturday tried a band of 10 boys, aged from 11 to 16, for committing numerous thefts of poultry, fish, game, pastry, shoes, and other articles exposed for sale at shop doors or in the markets. From a paper drawn up by one of the accused, which was seized, it appeared that the prisoners called themselves by the somewhat ambitious title of *La band à passe-partout*. It appears that the band had a captain, lieutenant, sergeant, and corporal; likewise that every member of it bore a nickname, such as "Saucepan," "Radish," "Gray Cow," "My Aunt," "Turnip," and so on. One of the gang was alleged to have committed as many as 34 thefts, another 28, another 24, and the others from 19 down to 2. The trial ended in one boy, the eldest, being condemned to a year's imprisonment; six being ordered to be detained in a house of correction—three until they should be 18, and three until they should be 20 years of age; the three others being acquitted. *The parents of the boys were besides condemned to pay the costs of the case.*

Italy.—A curious instance of the insolent character of the laws relating to orthodoxy which are still put in force in the new Italian Kingdom has been recently published. In Arcola, not many miles distant from the marble quarries of Carrara, two brothers, the one a tailor and the other a shoemaker, occupy a house which in England would entitle one or both of them to a vote under the new Reform Bill. These two citizens of the free states of Sardinia were accused of having opened their shop (*bottega*) for the reception of two Scripture readers, and, as the indictment sets forth, "invited persons to come and hear the readings and explanations then and there to be made, and so aided and abetted in the diffusion of doctrines (*masime*) contrary to the principles of the religion of the State." Here is the sentence:—"Reciting the articles 164 and 128 of the penal code, and the 1st article of the law of the 5th of July, 1854, the Court condemns G. P. Luquet and G. M. Grosso to five days' arrest and 300 livres fine, or imprisonment for 100 days; Agostinelli, the shoemaker, condemned to three days' arrest and 100 livres fine, or 33 days in prison; and the younger brother, Francescato, two days' arrest, 51 livres fine, 17 days' imprisonment; and then all four together (*solidiriamente*) in the costs. The Court further declares the Bibles of Diodati (published by the Society for Promoting Christian Knowledge) to be confiscated." But after the prosecution comes the persecution. The Governor of Genoa ordered his lieutenant at Saranza to send Grosso out of the country within 48 hours. Three more warrants are out in the Duchy of Genoa for apprehending as many delinquents, two of whom are persons of some consideration. The amount of fines imposed upon these poor honest men at Saranza will be 784 livres, or about £78, and to this must be added all costs in the process, which will swell the amount to not less than £100. The aggregate of days in prison if this sum be not paid, will be 250.

Sweden.—The law of blasphemous libel in Sweden is stricter perhaps than in any other country in Europe. Lately, in that country, a man was indicted for the publication of a book in which the doctrines of Christianity are opposed on principle, and finally declared to be radically false. It is the first book of this class ever printed in Sweden, and the punishment of the author cannot, in accordance with the law of the country, be a lighter one than exile for life. Only the other day an apprentice was refused admission into his guild, and nearly outlawed from his trade, for abstaining from holy communion for a whole year.

Tuscany.—The Government has decreed that all property in mortmain shall be redeemable at the cost of a capital bearing interest equal to the annual value of the property.

Mr. Simon T. Scrope, of Danby, Yorkshire, has preferred a claim to the ancient Earldom of Wiltshire, which, if allowed, will place that gentleman above the Earl of Shrewsbury, as Premier Earl in the Peerage of England. Mr. Scrope claims that title as heir male, and representative of the unfortunate earl to whom Shakspeare alludes in his "Henry IV.," and who was executed by the Duke of Lancaster (afterwards King Henry IV.) at Bristol, in 1399. Her Majesty has referred the petition to the Attorney-General, and it has been favourably reported on by that legal functionary, and the claim has therefore been laid formally before the House of Lords, who have referred it in the usual course to the Committee of Privileges, and it is confidently expected that they will come to a final decision upon its merits during the present Parliamentary session.

Metropolitan and Provincial Law Association.

THE RELIEF OF TRUSTEES ACT, 1859.

The following paper has been contributed to the association by Mr. Livett:—

Lord St. Leonards' late very beneficial Act "to further amend the law of property and to relieve trustees," particularly with reference to its probable working, and some particulars in which it might be usefully extended, is the subject of this paper. I propose to notice two or three clauses which may require future legislative attention to extend their usefulness, or which are of peculiar importance to the profession.

The first three clauses apply to leases for years, and make it lawful to dispense with conditions (as against underletting, or for any other purposes) upon certain terms, as may be expressed; thus, to some extent, getting rid of the old inconvenient law that a condition released in part was necessarily released altogether, and the lessor was unable to consent to acts by the lessee without abrogating the conditions in all respects. This is a very useful alteration. Deeds of defeasance on underletting or assigning are now unnecessary, and a partial and qualified license may be given, for instance, to let to a particular individual, or for a particular trade, or for one occasion only. It will be seen, however, that the Act applies only to leases for years or for lives, and does not apply to grants in fee. This is to be regretted. The larger part of the property in Bristol, and, as I understand, in Manchester, and in other places, is held by grants in fee reserving ground-rents or rentcharges.

I am not aware of any reason why the law should not be extended to conditions in such grants, or, indeed, why it should not apply to all conditions whatsoever, so that any one having the benefit of a condition may dispense with it on such terms as may be expressed, without such a dispensation, intended to be partial, operating by its own magical effect, against the wish of the parties, as a total dispensation.

Sect. 22 provides that crown debts and obligations shall be registered every five years, thus putting them on the same ground in this respect as judgments. Previously crown debts must be searched for from 1839, when a registry of such debts was first required in order to charge lands, and this Act related to subsequent debts only. For crown debts older than 1839 I know not what search is to be made.

Then comes sect. 24, a provision which appears to have excited much dissatisfaction in the profession—viz., that any seller or mortgagor, or his solicitor or agent, concealing any instrument material to the title, or any incumbrance from the purchaser, or falsifying any pedigree with intent to defraud, shall be guilty of a misdemeanour, and liable to fine or imprisonment for any term not exceeding two years, with or without hard labour, or both fine and imprisonment, as the Court shall award; and shall also be liable in an action for damages at the suit of the purchaser or mortgagee for any loss; but no prosecution to be instituted without the sanction of the Attorney-General or Solicitor-General, and no such sanction to be given without notice of the application.

This enactment no doubt introduces a new principle by making the solicitor personally liable, and even criminally liable, for acts done for his client. And it has been felt by many to be most unsatisfactory and dangerous to the profession. I confess I do not look upon this clause with alarm. An honest practitioner will be in no danger from it, for there must be a concealment of something material with intent to defraud; and, to guard against a malicious prosecution, the Attorney-General must consent to its being instituted after notice to the party charged. It appears impossible that this new law shall be used against a man who has acted honestly, unless indeed there have been carelessness so gross as to raise an inevitable presumption of guilt.

An evil of another kind, however, may be the consequence. Some solicitors may honestly, and others may conveniently, see the necessity of making abstracts long by commencing them with ancient deeds, lest something material should be omitted, and the omission should be considered fraudulent. But if the solicitor acquaint himself with the title, and know there is nothing dangerous in the older deeds, he may safely begin sixty years ago, or later by stipulation; or he may by stipulation commence where he likes, giving no abstract but of deeds of reasonable age, and of the rest giving only a list by dates and showing them. There can then be no concealment, and I think it will seldom be necessary that abstracts shall be materially longer. In Lord St. Leonards' first Bill he sought to shorten titles by abridging the period of limitation of claims

but this was given up, it being thought not desirable to alter Lord Tenterden's Act, passed so recently and with much consideration.

It has been constantly found most inconvenient that money may not be paid to persons appointed by powers of attorney sent from abroad, because of the danger of the constituent having died; in which case the payment to his attorney might be void, although the payer was ignorant of the fact. The state of the law is now remedied as to executors or trustees paying money; and they are by section 26 indemnified if they have no notice of the constituent's death; which alteration is a great convenience. But of course it strikes one, why confine it to payments made by trustees and executors? Why not make it lawful for *all* persons to act on powers of attorney until they know of the constituent's death?

Lastly, by a clause introduced in the House of Commons, trustees are to be at liberty without any expressed permission, and if not expressly forbidden, to invest the trust funds not only in the English funds, but also on real securities, Bank stock of England or Ireland, or East India stock. This will be regarded as a great boon by tenants for life; and no less an one to the trustee, who will thus be relieved from the often recurring pain of withstanding the importunity to place the money where it shall bring something more than 3 per cent. As to India stock, it is of two kinds, viz., first, the old India stock (six millions), which bears 10½ per cent. interest. The Act of 1833 (3 & 4 Will. 4, c. 85, s. 11), which extinguished the trading powers of the East India Company, stipulated that a dividend of 10½ per cent. per annum should be secured as a first charge on the revenues of India, subject to a power of redemption on the part of the Imperial Government after April, 1874, on payment of £200 for each £100 stock. But there was a sum of two millions then raised, which was to accumulate in the English funds till it should reach six millions, as a security for this stock. This fund is now five millions.

[It has been decided in *Re the Colne Valley and Halstead Railway Company*, 8 W. R., that section 32 does not authorise an investment in the New Indian Loan, of which opinion were Wood, V.C., and the Lords Justices, the Lord Chancellor being *contra*.]

There is, secondly, India stock created by several subsequent statutes from 1742 to 1797. And thirdly, £5,000,000 created very lately, bearing 5 per cent. interest. There appears no doubt that the first and second species of stock are lawful investments under the Act. There may, perhaps, be a doubt attending the third species, because it was authorised by an Act passed on the same day that Lord St. Leonards' Act passed, and, therefore, may be said not to have been in existence when the latter Act passed, but the Act would, perhaps, include all India stock.

There are besides, India bonds to a large amount authorised by many Acts of Parliament, between the years 1720 and 1811. These, perhaps, may be considered stock if the names of the proprietors are inscribed in the books of the East India Company, and the bonds can be transferred only by deed, and not merely by delivery. The latest of these bonds for £15,000,000 were authorised by two Acts of 1858.

There are also debentures for a large amount; but these being transferable by delivery, could not, as I conceive, be securities authorised by the Act.

These statements apply to the *legality* of investments in India stock under this Act. We shall also have to consider the *expediency* of such investments when advising trustees. The following things are to be taken into account. None of the India stocks are guaranteed by the Imperial Government—they are a charge on the Indian finances only; so that if by any disastrous events we should lose India, this security would, of course, be lost. The 10½ per cent. loan has a guaranteed fund of half its value, and though it is liable to be paid off at somewhat less than its present value, in 1874 it may be considered the best kind of India stock. It pays near 5 per cent.

The main consideration attending India stock is the want of the express liability of the Imperial Government. It may, however, be said that as there is the security of the Indian finances, and the dividends are not likely to fail while India is ours, and as the resources of this country would not be withheld from the protection of this great possession, it may, to some extent, be said that, practically, the India debt is guaranteed by England.

There was an omission of important clauses which were in the Bill as it came from the House of Lords, and were struck out in the Commons; viz., that judgments should not bind lands until execution should issue against them, and that no notice, except express notice of incumbrances, should bind a purchaser or mortgagee. For myself I think these clauses would have been of great advantage, and that the omission is greatly to be regretted, especially considering the obscurity in which the law of registered judgments binding land without express notice, remains. But probably these were considered to be matters which would be settled in the great measure of registration.

DEPUTY LOTT, F.S.A., ON THE GUILDHALL.

The following paper has also been contributed by Mr. Deputy Lott:—

This interesting structure escaped the ravages of the Great Fire of London. There is no doubt that as local self-government was one of the attributes of our Saxon institutions, there was always a place for meetings for municipal purposes, and which, subsequently, upon the citizens resolving themselves into various distinct bodies, called guilds, mysteries, &c., was called the Guildhall. Mr. Nicholls considers that a building of this kind existed so early as the reign of Edward the Confessor. The former hall stood in Aldermanbury, near the eastern end of the present one, which was founded in the year 1418, in the mayoralty of Thomas Knowles, and is much more spacious than the old one. The companies gave large benevolences to it. Offences of men were pardoned for sums of money paid towards this work; and Richard Whittington contributed liberally towards it.

The spacious porch on the south side of the hall is the principal entrance to it, and, like the Moorish or Saracenic front added by Mr. Dance in 1789, stood far in advance of the building. I refer to Nicholls's History of Guildhall for a full description of it, which time will not allow here. There were niches with statues, four of which represented Religion, Fortitude, Justice, and Temperance. The figures in the upper story represented Law and Learning, a desirable association, you will all think. These figures came into the hands of Mr. Bankes, M.P. for Corfe Castle, and are ably described by Mr. Westmacott in the Journal of the Archæological Institute for October, 1846. The interior of the porch is very beautiful. The tracery, quatrefoil turns, and handsome groining of the roofs, much to be admired. The side walls of the great hall are divided into eight spaces, by clusters of columns. There are two ranges of arches between panels. In the upper tier were handsome windows, closed at times when monuments were placed there.

At each end of the hall is a large gothic window, occupying the whole width, the details of which are worthy of attention. Here are the arms of Edward the Confessor.

Beneath the eastern window, under appropriate canopies, and at the back of the spot where the Court of Hustings is held, are statues of King Edward VI., Queen Elizabeth, and King Charles I. These statues formerly stood in front of the Guildhall Chapel, previously to the demolition of that beautiful building, in 1822, to make room for the heavy and unsightly edifice erected then for the courts of law. At the west end of the hall are the celebrated colossal figures of Gog and Magog, sometimes called Gogmagog and Corinæus, which are about fourteen feet six inches in height, and are the work of Captain Saunders, a celebrated carver in wood, executed in 1708, and placed where they now are in 1818. Mr. Fairholt read in this place a most interesting Paper on the Giants at a meeting of the London and Middlesex Archæological Society, in which he stated that giants frequently formed part of civic pageants in other cities.

The monuments in the hall to Nelson, Wellington, Beckford, and the two Pitts, are ably described in hand books to be found in the building.

The original roof was of timber, and was destroyed in the fire of London. The loss was irreparable, no representation of it is preserved; but Mr. Nicholls considers it little inferior in richness of design and elegance, and excellence of execution and materials, to that of Westminster Hall. The present ugly roof, an additional story, was, strange to say, the work of Sir Christopher Wren.

The Court of Exchequer, built in the reign of Henry VI., for the court of civic jurisdiction called the Mayor's Court (respecting which my esteemed friend Mr. Brandon will have something to say, very interesting to lawyers) is well worthy of attention. Stow says, speaking of the habits and dresses formerly worn—"For a further monument of those late times, men may beholde the glasse windows of the Mayer's Court in the Guildhall, above the stayrs; the mayer is there pictured sitting in habite party coloured, and a hood on his head, his sword-bearer before him with an hatte or cappe of

maintenance, the common cleark, and other officers bare headed, their hoodes on their shoulders." Mr. Nicholls says, "All that remains of its decorative features, are two handsome niches and figures at one end, and a curiously ornamented square-headed doorway, at the side near the entrance." At the back of the judge's seats were paintings of Prudence, Justice, Religion, and Fortitude; but so many alterations have lately been made, that Nicholls's description is no longer applicable.

The Crypt.

The crypt upon which Guildhall is erected, may be considered the finest and most extensive now remaining in London, and is not more ancient than the superstructure of these kind of buildings; there can be few more elegantly designed, better constructed, or more ornamented, than the example now under consideration. It is remarkable for the perfect condition of all its members, columns, arches, and groins. The crypt extends the whole length from east to west; always separated into two equal parts by a substantial wall of masonry. The more western part is a mere brick cellar; whether ever vaulted and groined, or if so, destroyed at the fire, is not known. It would appear to have been intended to be so, by the shafts and springers attached to the side walls, different, Mr. Brewer observes, to those in the eastern crypt. The windows in this part are all blocked up; but have two compartments with trefoil heads; the windows in the eastern part have three compartments, but Mr. Benning has opened two of the windows at the western extremity, by which some light has been obtained, where before it was quite dark. The third window in the western wall is the most perfect of any; though blocked up, it retains its original features, even to the iron cross bars. On the south side is an outlet leading to an ancient staircase. Mr. Brewer, in a paper read by him before the British Archæological Association, has given an elaborate description of this crypt. I will give you the short one also published by Mr. Brewer in his book on Guildhall.

The crypt is divided into three aisles by clustered columns from which spring the stone ribbed groins of the vaulting, the principal intersections being covered with carved bosses of flowers, or heads and shields. The north and south aisles had formerly mullioned windows now walled up; at the eastern end is an early English arched entrance in good preservation. The height from the ground to the crown of the arches is about thirteen feet. Upon the occasion of the Queen's visit this interesting relic was fitted up as a baronial hall, and her Majesty supped there during the ball of 1851.

The Court of Aldermen is a fine old apartment, originally covered with tapestry. The ceiling is particularly rich and elaborate, and in the centre and four other compartments, are emblematical paintings by Sir James Thornhill, who executed that in chiaro oscuro over the mantel-peice. The arms of past Lord Mayors are in different parts of the room, and on the painted windows.

The Council Chamber is a modern building full of paintings and sculpture, described in the Handbook. Amongst the paintings is the picture of the siege of Gibraltar, painted by Copley, the father of Lord Lyndhurst, and therefore of interest to lawyers.

The Library is a fine room, designed by the late surveyor, Mr. Montague; and the Museum, which I had the pleasure of inspecting, contains many specimens of antiquity illustrative of the occupation of London by the Romans.

The Offices of the Chamberlain are contiguous, where he presides for the swearing in of all freemen, enrolment of apprentices, and disputes between them and their masters. Formerly there was a small narrow apartment here in which unruly apprentices were confined, called "Little Ease."

A few years ago, upon removing a portion of the side of the hall to make an entrance to a new law court, a curious old window was discovered in the masonry, which appeared to have been formerly a window belonging to the hall.

Mr. Brewer has, in his "History of Guildhall," stated some of the most striking events connected with the history of the present Guildhall; independently of those of municipal or local interest only, are the following:—1483.—The crafty attempt of Richard III. (through the Duke of Buckingham) to beguile the assembled citizens into an approval of his usurpation of the regal dignity. 1546.—The trial of the youthful and accomplished Anne Askew on a charge of heresy, preferred by command of Henry VIII., Bishop Bonner, and others of his bigoted councillors, which ended in her condemnation, her torture on the rack, and her martyrdom in the flames of Smithfield. 1547.—The trial of the Earl of Surrey, one who was distinguished by every accomplishment which become a scholar, a courtier, and a soldier, and who, to gratify the malice of Henry VIII., was convicted of high treason. 1553.—The trial and condemnation of the ill fated Lady Jane Grey and her husband. 1554.—The trial of Sir Nicholas Throgmorton on a charge of being implicated in Sir Thomas Wyatt's rebellion against Queen Mary; a trial which is described as, perhaps, the most interesting on record for the exhibition of intellectual power, and remarkable for the courage displayed by the jury in returning a verdict in opposition to the despotic wishes of the Court, though at the expense of imprisonment and fines. 1606.—The trial of the Jesuit Garnet for participating in the Gunpowder Plot of Guido Fawkes and his associates. 1642.—Charles I. attended at a common council, and claimed their assistance in apprehending Hampden and the four other members of the House of Commons, whose patriotic opposition to the king's measures had led him to denounce them as guilty of high treason, and who had taken shelter in the city to avoid arrest.

During the Civil War and the time of the Commonwealth, the Guildhall became the arena of many an important incident connected with the political events of the times; and at a later period, when the government of James II. had become so intolerable that he was forced to abdicate, Guildhall was the spot where the Lords of Parliament assembled and agreed on a declaration in favour of the assumption of regal authority by the Prince of Orange, afterwards William III. The Guildhall being the place where the citizens have for ages been accustomed to assemble, not only to transact municipal business, but also freely to discuss public grievances, to consider and suggest remedies for great social evils, and to promote the general interests of humanity, many other events of deep public interest and importance might, if space allowed, be mentioned as having emanated from this celebrated spot. The Guildhall has been famous also for the many sumptuous entertainments which have been given in it to royalty and other personages of distinction at various times, apart from the annual festivity which marks the entrance into office of each Lord Mayor. From the banquet given in 1421 to Henry V. and his Queen, on the successful termination of his campaigns in France,—when Sir Richard Whittington, in addition to the luxuries provided for his royal guests, is said to have gratified and astonished the king by throwing into a fire bonds for which he was indebted to the citizens to the amount of £60,000—down to the reign of her present Majesty, nearly every sovereign of this country has honoured the City by accepting of its hospitality in the Guildhall. Charles II. showed so much fondness for the civic entertainments, that he dined there as many as nine times in the course of his reign.

The most sumptuous and costly entertainments hitherto given there by the City have been the following:—1814.—To the Prince Regent and the allied sovereigns, the Emperor of Russia, and the King of Prussia. In the same year, on July 9th, to Field-Marshal the Duke of Wellington. 1831.—To the members of the Legislature and others who promoted and supported Parliamentary Reform. 1837.—To her present Majesty the Queen, on her accession to the throne. 1838.—To the Foreign Ambassadors, etc., in celebration of her Majesty's Coronation. 1851.—A ball to her Majesty to celebrate the opening of the Crystal Palace; and lastly, entertainments to the Emperor Napoleon and the King of Sardinia.

The celebrated trial of Hone took place in the Exchequer Court, then the Court of Queen's Bench, before Lord Ellenborough. The excitement of that learned judge was so intense, that by some it was supposed to have led to his death. The spectators having vehemently applauded Hone, the judge indignantly ordered the sheriff to take the parties applauding into custody. The sheriff declared he could not perceive who had done it, whereupon the judge shouted out, "Open your eyes stretch forth your hands, and seize the offenders!"

The Guildhall, being thus the scene of so many historical events mixed up with the fate of the country, in which the citizens took so prominent a part, Mr. Lott expressed a hope that its corporation might not be crushed, either to aggrandize or to add to the patronage of the government, or to gratify the unwarranted malice of the press.

Court of Probate and Divorce.—On the 20th of March there were 142 cases set down for trial before the full court, besides 171 in less advanced stages of progress, making in all 313 petitions for dissolution or nullity of marriage. There is also a petition for a declaration of legitimacy set down for hearing. There are six cases of judicial separation set down for trial, and 112 in various stages of progress, making a grand total of 432 cases pending before the Court.

Review.

A Treatise on the Law of Partnership, including its Application to Joint-Stock and other Companies. By Nathaniel Lindley, of the Middle Temple, Esq., Barrister-at-Law. Maxwell.

An investigation into the relative effects of the labours of text-writers and of judicial decisions would be highly interesting to lawyers. It would certainly disclose some curious facts in the history of English law. It needs little erudition to know that, in some departments of our jurisprudence, philosophical writers have rescued it from the uncertainty and contradictions arising from conflicting decisions. They have brought order and harmony out of chaotic confusion, and not only corrected the errors of the past, but indicated the true course for the future. Indeed, it is not going too far to say that some well-defined branches of law, which are now of recognized importance in our system, owe their very existence, or at least their definite character, to text-writers. So long as the decisions of equal and concurrent jurisdictions lie scattered through more than five hundred volumes of Reports, without any attempt at the deduction of general principles, or at a systematic distribution of their subject matter, it must remain a maze and an enigma to lawyers. If the text-writer can achieve nothing more than a skilful collocation of authorities logically arranged under well-considered heads, even though he does nothing in the way of original comment, he will accomplish a work of utility in any branch of the law which does not already possess such a book.

The majority of our readers are no doubt acquainted with the treatises on the law of partnership and of joint stock companies which have already appeared. On the former subject the works of Mr. Gow, Mr. Collyer, and Mr. Bissett, have long been appreciated by the profession; while the law of companies has been already handled at great length by Mr. Wordsworth and Mr. Taylor. A new treatise, therefore, on the law of partnership, including its application to joint stock and other companies, it may fairly be expected, will be something more than a mere collection of reported cases, even though it is characterised by the most logical and convenient arrangement of the subject matter; for while such a work might be extremely useful on a new subject, it can hardly be said that it is likely to be so where a subject has already been so fully treated as that now under consideration. Mr. Lindley appears to have been very sensible of the nature and importance of the task which he has assumed, and whatever may be said of the two volumes now before us, nobody who looks into them, even casually, can fail to be convinced of the vast amount of labour which Mr. Lindley has bestowed upon them, and of the bold and masterly spirit in which he has conceived and executed his task. It is very rarely indeed that a treatise every way so creditable to English jurisprudence issues from our press. It is throughout characterised by great breadth of view and skill in execution, and is altogether such a work as we should be willing to be judged by amongst Continental and American lawyers. It is, certainly, the first serious attempt to investigate the principles of the law of partnership with the view to determine the extent to which they are applicable to companies. In prosecuting this design we think that Mr. Lindley has succeeded in throwing considerable light upon some of the legal problems relating to the latter which have hitherto puzzled lawyers. We are satisfied, at all events, that Mr. Lindley's method is the only true one by which we can arrive at any satisfactory scheme of company-law; and we trust that, with the invaluable assistance to be derived from his treatise, an intelligible statutory code of company-law may not any longer be considered impossible.

It is, of course, impracticable for us to attempt anything beyond the most general description of the contents of these two bulky volumes. The reader, however, may form some opinion of what they are by the following summary. The work is divided into four books. The first treats of contracts of partnership, their creation and dissolution, in which Mr. Lindley discusses the effect of the authorities relating to true partnerships, quasi partnerships, sub-partnerships, general and particular partnerships, and clubs and societies not having gain for their object. He then proceeds to treat of the contract of partnership; of the persons capable of entering into partnership; of the evidence by which a partnership or *quasi* partnership may be proved; of the formation of companies, and of the evidence by which a person is proved to be a shareholder; of illegal partnerships, and companies of the general nature of a partnership; and of the duration of a contract of partnership, and of the cause of its dissolution. Book 2 discusses the rights and obligations of partnerships and companies as regards non-members. Chapters are devoted to the liabilities of partnerships and companies for the acts of their agents; the nature, extent, and duration of the liability of individual members of partnerships and companies to creditors, and also to actions and suits between partnerships and companies and non-members. Book 3 treats of the rights and obligations of the members of partnerships and companies between themselves, and is sub-divided into chapters relating to the right to take part in the management of the affairs of partnerships and companies; of the general duties of partners and directors to observe good faith; of the capital of companies, and of its payment by calls; of joint and separate property; of shares in partnerships and companies; of contributions, and indemnity with reference to partnership and companies; of the division of profits and of dividends; of the accounts of partnerships and companies; of partnership articles and companies' deeds of settlement; of actions and suits between partnerships and companies and their members, and between the members themselves Book 4 treats of the dissolution and winding up of partnerships and companies; of bankruptcy; and of the winding up of companies under the Winding-up Acts of 1848 and 1849, the Joint Stock Companies Act of 1856-1858, and of railway companies, under 13 & 14 Vict. c. 83.

It will be seen from this summary how skilfully Mr. Lindley has made out his plan and laid his ground-work; and we can say with confidence that the same skill and sequence characterize the subdivisions and details of the work. Whatever is done is evidently done as the result of anxious thought; and in no single page in the entire work is there anything like book-making.

As Mr. Lindley himself points out, the difficulty of writing on such a subject is enhanced by the law of partnership being in a state of transition. This, however, may be said to be its normal state. The struggle between limited and unlimited liability commenced with the growth of capital. The courts of law gave in their adhesion to the latter doctrine for the first time in *Grace* v. *Smith*, 2 Wm. Bl. 998, where De Grey, C.J., says, "If any one takes part of the profit, he takes part of that fund on which the creditor of the trader relies for his payment." This was followed in a few years by *Waugh* v. *Carver*, 2 H. Bl. 235, which decision reigned undisputed until the Legislature recently sanctioned limited liability under certain conditions. Even further relaxations, perhaps, may be expected. The Legislature must of course obey the bidding of those whose influence cannot be disregarded. The public mind, one while acted on by desire for more freedom of trade, at another disgusted at corporate dishonesty, will cause, as it has done, much fluctuation in the statute book. All the decisions bearing on this branch of the subject are lucidly arranged and noticed by Mr. Lindley. He sums them up thus:—"The rule which makes persons liable as partners simply because they share profits, is in the highest degree arbitrary; it is grossly unjust; and it is productive of the greatest confusion."

As a specimen of Mr. Lindley's style, we quote the following:—"Merchants and lawyers have different notions respecting the nature of a firm. Commercial men and accountants are apt to look upon a firm in the light in which lawyers look upon a corporation, i.e. as a body distinct from the members composing it, and having rights and obligations distinct from those of its members. Hence, in keeping partnership accounts, the *firm* is made debtor to each partner for what he brings into the common stock, and each partner is made debtor to the *firm* for all that he takes out of that stock. In the mercantile view, partners are never indebted to each other in respect of partnership transactions; but are always either debtors to or creditors of the firm. . . . But this is not the legal notion of a firm. The firm is not recognised by lawyers as in any way distinct from the members composing it. In taking partnership accounts, and in administering partnership assets, courts of equity and courts of bankruptcy have to some extent adopted the mercantile view; but speaking generally, the firm, as such, has no legal recognition. The law ignoring the firm looks to the partners composing it; any change amongst them destroys the identity of the firm; what is called the property of the firm is their property, and what are called the debts and liabilities of the firm, are their debts and their liabilities. In point of law, a partner may be the debtor or the creditor of his co-partners, but he cannot be either debtor or creditor of the firm of which he is himself a member.

"A member of an ordinary partnership is at law, as in commerce, the agent of the firm for the purpose of transacting its

business; but he is not the surety of the firm. Every member of an ordinary partnership, however numerous the partners may be, is liable to have his private property seized for a partnership debt, whether the firm has assets to pay it or not; and not only so, but the property of the firm is liable to be seized for the private debts of any of the partners composing it. This non-recognition of the firm, in the mercantile sense of the word, is one of the most marked differences between partnerships and incorporated companies."

The following is an extract from the chapter on the liability of partnerships and companies for the acts of their agents. It relates particularly to the general principles of agency as they affect ordinary partnerships:—

"Every member of an ordinary partnership is its general agent for the transaction of its business in the ordinary way; and the firm is held responsible for whatever is done by any of the partners when acting for the firm within the limits of the authority conferred by the nature of the business it carries on. Whatever, as between the partners themselves, may be the limits set to each other's authority, every person not acquainted with those limits is entitled to assume that each partner is empowered to do for the firm whatever is necessary for the transaction of its business, in the way in which that business is ordinarily carried on by other people. But no person is entitled to assume that any partner has a more extensive authority than that above described.

"The consequences of this principle are:—

"1. That if an act is done by one partner on behalf of the firm, and it can be said to have been necessary for the carrying on of the partnership business in the ordinary way, the firm will *primâ facie* be liable, although in point of fact the act was not authorised by the other partners.

"2. That if an act is done by one partner on behalf of the firm, and it cannot be said to have been necessary for the carrying on of the partnership business in the ordinary way, the firm will *primâ facie* be not liable. In the first case the firm will be liable unless the one partner had in fact no authority to bind the firm; and the person dealing with him was aware of that want of authority; whilst in the second case the firm will not be liable unless an authority to do the act in question, or some ratification of it, can be shown to have been conferred or made by the other partners.

"It will be observed that what is necessary to carry on the partnership business in the ordinary way, is made the test of authority where no actual authority or ratification can be proved. This is conformable to the most recent and carefully considered decisions; but by adopting it the liability of a firm for the acts of its co-partners is not so extensive as non-lawyers sometimes imagine. The act of one partner to bind the firm must be *necessary* for the carrying on of its business; if all that can be said of it is that it was convenient, or that it facilitated the transaction of the business of the firm, that is not sufficient in the absence of evidence of sanction by the other partners. Nor it seems will necessity itself be sufficient if it be an extraordinary necessity. What is necessary for carrying on the business of the firm under ordinary circumstances, and in the usual way, is the test; and, therefore, in a case where the nature of the business was one in which there was no necessity to borrow money to carry it on under ordinary circumstances, and in the ordinary manner; the Court held the firm not liable for money borrowed by its agent under extraordinary circumstances, although money was absolutely requisite to save the property of the firm from ruin. This case is an authority for saying that a power to do what is usual does not include a power to do what is unusual, however urgent; and although in the case referred to, the money was not borrowed by a partner, but by a person who was only an agent of the firm, the decision would, it is apprehended, have been the same if he had been a partner. For, notwithstanding the fact that every partner is to a certain extent a principal as well as an agent, the liability of his co-partners for his acts can only be established on the ground of agency. As their agent he has no discretion except within the limits set by them to his authority, and the fact that he is himself, as one of the firm, a principal, does not warrant him in extending those limits save on his own responsibility.

"The question whether a given act can or cannot be said to be necessary to the transaction of a business in the way in which it is usually carried on, must evidently be determined by the nature of the business and by the practice of persons engaged in it. Evidence on both of these points is therefore necessarily admissable; and, as may readily be conceived, an act which is necessary for the prosecution of one kind of business may be wholly unnecessary for the carrying on of another in the ordinary way. Consequently, no answer of any value can be given to the abstract question—can one partner bind his firm by such and such an act? unless, having regard to what is usual in business, it can be predicated of the act in question, either that it is one without which no business can be carried on, or that it is one which is not necessary for carrying on any business whatever. There are obviously very few acts of which any such assertion can be truly made. The great majority of acts which give rise to doubt are those which are necessary in one business, but not in another. Take, for example, negotiable instruments; it may be necessary for one member of a firm of bankers to draw, accept, or endorse a bill of exchange on behalf of the firm, and to require that each member should put his name to it would be ridiculous; but it by no means follows, nor is it in fact true, that there is any necessity for one of several solicitors to possess a similar power; for it is no part of the ordinary business of a solicitor to draw, accept, or endorse bills of exchange. The question, therefore, can one partner bind the firm by accepting bills in his name, admits of no general answer. The nature of the business and the practice of those who carry it on, 'usage or custom of the trade,' must be known before any answer can be given."

We shall only add that this Treatise contains all the recent decisions on the subject of partnership and joint stock companies law, upon many of which there are valuable observations by Mr. Lindley. We repeat that the whole work is one of which English lawyers may well be proud; and we have no doubt that it will long continue to be a leading text book, to be found in the library of every lawyer.

Law Students' Journal.

HILARY TERM EXAMINATION.

The examiners appointed for the examination of persons applying to be admitted attorneys have fixed Tuesday the 1st and Wednesday the 2nd May next, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, in Chancery-lane. The examination will commence at ten o'clock precisely, and close at four o'clock each day.

The articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the Secretary on or before Saturday, the 21st April.

Where the articles have not expired, but will expire during the term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively.

On the first day of examination, separate papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts. 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Equity, and Practice of the Courts. 5. Bankruptcy, and Practice of the Courts. 6. Criminal Law, and Proceedings before Justices of the Peace.

The common law answers on the first day are to be delivered in by one o'clock, and the conveyancing answers by four o'clock. On the second day the equity questions are to be answered by one o'clock, and the bankruptcy and criminal law by four o'clock.

Each candidate is required to answer *all* the preliminary questions (No. 1); and also to answer in *three* of the other heads of inquiry, viz.:—Common law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in bankruptcy and in criminal law and proceedings before justices of the peace, in order that candidates who have given their attention to these subjects, may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

In case the testimonials were deposited in a former term, they should be re-entered, and the answers completed to the time appointed.

LAW LECTURES.—Trinity Term, 1860.

Prospectus of the lectures to be delivered during the ensuing educational term, by the several Readers appointed by the inns of court:—

Constitutional Law and Legal History.

The Reader will pursue the History of our Constitution and Jurisprudence during the reigns of the Tudors and the Stuarts. He will trace the progress and varieties of judicial opinion, illustrated by references to modern decisions, as bearing on the Law of Real Property, the Law of Evidence, the Law of Contracts, the Law of Libel, the Criminal Law, what is called the Common Law, and the Doctrines of Equity.

The books to which he will chiefly refer are:—Lord Bacon's Legal Tracts; Plowden's Reports; Cases of *William and Berkeley*, and of *Richard* v. *Saunders and Archer*; Case of the *Camoys Peerage*, 6 Clark and Finnelly; *Sussex Peerage case*, vol. 11, Clarke and Finnelly; "Coke's Institutes;" "Blackstone's Commentaries" (Kerr's edition); "Butler and Hargrave's Notes to Coke upon Littleton;" "State Trials;" "Statutes of the Period;" "Rapin's History of England;" "Hallam's Constitutional History;" "Reeves' History of the English Law," vol. 5 (temp. Elizabeth). Clarendon's Works; May's History; Millar's "History of the Constitution;" Burnet's History; Ralph's History; Foxe's "Life of James II." Reports:—*Countess of Rutland's case*, vol. 3; *Lord Abergavenny's case*, vol. 6; *Chudleigh's case*, vol. 1 (Fraser's edition). Preface to "Gilbert on Uses," by Lord St. Leonards; Emlyn's preface to second edition of "State Trials."

Equity.

The Reader on Equity proposes to deliver, during the ensuing educational term, a course of ten lectures on the following subjects:—

1. On the origin of the jurisdiction exercised by the Court of Chancery over the administration of personal assets.
2. On suits for the administration of assets, both real and personal.
3. On equitable assets.
4. On marshalling assets.
5. On contracts of suretyship, and the equitable rights to which they give rise.
6. On suits to enforce the performance of agreements.—Limits of this jurisdiction.—The statute of frauds.—Doctrine of part-performance.

The Reader will continue with his senior and junior classes the general courses of equity already commenced. He will also continue in both classes to explain the leading rules of pleading in equity from the work of Lord Redesdale.

The Law of Real Property.

The Reader on the Law of Real Property proposes to deliver, in the ensuing educational term, ten public lectures on the following subjects:—

1. The doctrine of notice, as between vendor and purchaser.
2. The law of domicil, as it affects property.
3. The law of fire insurance.

In his private lectures the Reader will refer more particularly to the cases cited in the public lectures; and continue his course of Real Property Law, using the work of Mr. Joshua Williams as a text-book.

Jurisprudence and the Civil Law.

The Reader on Jurisprudence and the Civil Law proposes to deliver ten public lectures on the following subjects:—

1. The theories of Grotius and the assumptions which form the basis of international law.
2. The modern history of certain doctrines of the Roman jurisconsults.
3. International law, so far as it is directly derived from Roman law.
4. The Roman and feudal conceptions of property, with the consequences to which they respectively tend.
5. The Roman law of crimes.
6. Domicil.

With his private class the Reader will read the Roman law of persons, taking as his principal text-book the Commentaries of Gaius, and at the same time making use of the work of Warnkönig, *Institutiones Juris Romani Privati*. He will also read certain specified titles of the digest.

Common Law.

The Reader on Common Law proposes to deliver, during the ensuing educational term, ten public lectures, as under:—

Prior to the recess the Reader will lecture on the law of torts, inquiring as to—

1. The ingredients in a right of action *ex delicto*.
2. The ordinary forms of action *ex delicto*.
3. The pleadings in such actions.

After the recess the Reader will lecture on Criminal Law, more particularly on:—

1. The elementary principles of our criminal law.
2. Criminal procedure, including that before justices of the peace.
3. Offences of ordinary occurrence, whether triable at the assizes or at sessions; (1.) against the person and reputation; (2.) against property.

With his private class the reader will, so far as time may allow, pursue in detail the course of instruction above generally indicated, especially directing attention to the most recent reported cases having reference to the subjects specified. The Reader will use as text-books Smith's "Leading Cases" (4th edition); "Broom's Legal Maxims" (3rd edition); and "Commentaries on the Common Law;" and "Blackstone's" or "Stephen's Commentaries on the Laws of England."

Richard Bethell, Chairman.

Easter Term.—The common law offices opened on Wednesday last, after the holidays, when the lists of the several courts were exhibited for the approaching term, commencing on Monday next. The aggregate number of arrears in the three courts is 139. There are 44 rules in the Queen's Bench, 46 in the Common Pleas, and 49 in the Exchequer. In the Queen's Bench there are 20 rules in the new trial paper, 15 in the special paper, and 9 rules enlarged. In the Court of Common Pleas there are 5 enlarged rules, 10 in the new trial list, 2 cases waiting the judgment of the Court, 25 demurrers, and 4 cases for special argument; while, in the Court of Exchequer, of errors and appeals there are 14 for argument, and 1 for judgment; in the peremptory paper there are 2 rules for judgment and 7 for argument, and in the new trial paper 2 for judgment and 19 for argument. The case of *Swinfen* v. *Lord Chelmsford* stands for judgment.

The Inns of Court Volunteers.—On Monday last the Inns of Court Volunteer Rifle Corps assembled in full uniform on the terrace in the Inner Temple-gardens, and after inspection by the officers formed in full marching order, and proceeded to the South-Western Station, and thence to Ham-common, for the purpose of a day's practice in marching and evolutions. A large number of the members of the several inns were present and accompanied them. They are considered a remarkably fine body, and have already attained great efficiency in military exercise. Yesterday the Corps again assembled in the Temple, and proceeded in the same manner to Richmond-park, where they spent three hours in skirmishing.

Railway Statistics.—The whole capital invested in railways in the United Kingdom at the end of 1858 was £325,375,507, the whole of which had been invested in about thirty years. The length of the railways was 9,542 miles; number of passengers conveyed, 139,193,699; receipts of the whole railway companies from carriage of passengers was £10,376,309, which, added to the revenue obtained from carriage of merchandise and from all sources, made a total of £23,956,749. The total expenditure was £15,605,933, leaving net receipts of £8,350,816 The number of trains which started was 3,317,479; the number of persons employed on lines, 109,329; and on lines in course of construction, 38,093. The number of persons killed by railway accidents was 276, and the number injured 356.

During the first quarter of the year ended March 25th, there have been 26 lists of bankrupts published in the *London Gazette*, containing the names of 271 bankrupts, giving an average of a trifle under 11¼ per week. The smallest number gazetted in one list during this period was 4, and the largest 28; and they comprise the following trades, businesses, &c., and in the comparative proportion subjoined:—Mixed businesses of drapers, grocers, general shopkeepers, chemists, tea and coffee dealers, grocers and provision dealers, 29; licensed victuallers, hotelkeepers, and innkeepers, 22; merchants, brokers, commission agents, sharebrokers, and warehousemen, 20; drapers, woollendrapers, hosiers, and haberdashers, 18; builders, carpenters, contractors, and joiners, 17; shipbrokers, shipowners, ship agents, shipbuilders, bargebuilders, ship chandlers

ship storedealers, and ship joiners, 12; cloth merchants, cloth millers, cloth manufacturers, worsted dyers, cotton spinners, cotton dealers, and dealers in yarns, 9; flour merchants, corn factors, millers, and corn dealers, 8; cabinetmakers, upholsterers, and looking-glass manufacturers, 7; boardinghouse keepers, 6; bakers and confectioners, 5; milliners, dressmakers, and mantlemakers, 5; printers, publishers, booksellers, and stationers, 5; brewers and beer retailers, 5; china dealers, cut glass manufacturers, and glass manufacturers, 5; goldsmiths, jewellers, watch manufacturers and dealers, 4; surgeons and apothecaries, and chemists and druggists, 4; wholesale clothiers, merchant tailors, and clothiers and tailors, 4; distillers, and wine and spirit merchants, 4; timber merchants and dealers, 4; wholesale oilmen and drysalters, 4; iron manufacturers, ironfounders, and ironmongers, 4; cattle salesmen, 3; plumbers, glaziers, and painters, 3; railway contractors, 2; papermakers, 2.

On Monday, the 19th ult., Mr. J. Walter Smith, barrister, delivered a lecture at Anderton's Hotel, Fleet-street. The subject was, "How we make our laws for commercial and every day life." The lecturer stated that our laws were more the result of the gradual accumulation of judicial decisions than legislative enactments, and constituted by a sort of "zig-zag legislation," resulting in statutes and decisions relating to the same subject matter, and alternating one with the other without consistency or unity of design, the statutes giving occasion to cases, and the cases again to new statutes; while all the statutes and cases, repealed and unrepealed, lay "heaped together in one hopeless jumble." He then gave some interesting statistics with regard to the number of statutes, and how many were now in force; and concluded by stating that we could never expect altogether to avoid difficulty in understanding and applying the law, but that was no reason why it should remain in its present forbidding and useless shape; there was no reason why the law, whether composed of statutes or cases, should not be codified and form a complete and accessible whole.

The amount of poor-rates and receipts in aid in England and Wales, during the last three years, was as follows:—1857, £5,898,756; 1858, £5,878,542; 1859, £5,558,689. This, with the addition of the rates collected under the name of poor-rates, but for other purposes, and which amounted in these three years respectively to £2,440,454, £2,571,116, and £2,590,767, makes a levy per head of the population, of 8*s.* 5¼*d.*, 8*s.* 5½*d.*, and 8*s.* 3½*d.* The relief to the poor per head was, during the three years, as follows:—6*s.* 1¾*d.*, 6*s.* 0¾*d.*, and 5*s.* 8*d.*

The new Income Tax Bill provides for the payment of 10*d.* in the pound on incomes of £150, with a proviso that it is to be "charged, collected, and paid for one year, commencing on the 6th of April, 1860." On lands under schedule B. the duty is 5*d.* in England, and 3*d.* in Scotland and Ireland. For the last half-year the duty will be on the reduced scale. An abatement is to be made where the income is under £150. On £100 the duty is 7*d.* in the pound. The assessments for last year are to be the same under this Act.

At Eden Lodge, Kensington Gore, a large collection of historical letters and papers has been brought to light. The collection consists of, among others, private and secret letters from George III., Lord Mansfield, Sir W. Blackstone, Lord North, Wedderburn, Woodfall, Adam Smith, Burke, Fox, and Pitt. The collection contains the whole secret correspondence of Mr. Pitt and Mr. Eden (afterwards Lord Auckland), who negotiated the commercial treaty of 1786.

From the collected weekly tables published by authority of the Registrar-General it appears that the natural increase of the population of London—*i.e.*, the excess of births over deaths—was last year 30,939. The number of immigrants from the country is estimated at 23,000. If this calculation is well founded, the gross increase was 54,000, or more than 1,000 weekly.

The election auditor (Mr. B. Dixon), appointed at the last election for the West Riding of Yorkshire, has published a supplementary account of the expenses incurred on behalf of the Right Hon. James Stuart Wortley, the Conservative candidate. These expenses amount to the sum of £11,024 10*s.* 9*d.*, instead of £10,700 18*s.* 6*d.*, as had been stated in the former account.

The Lord Chancellor will be prevented from giving the usual reception to the Judges and members of the bar at the commencement of Easter Term.

Court Papers.

Court of Chancery.

SITTINGS.—Easter Term, 1860.

LORD CHANCELLOR.

Lincoln's-inn.

Monday, April 30		
Tuesday, May 1		Appeals.
Wednesday ...	2	...Appeal Motions and Appeals.
Thursday	3	
Friday	4	Appeals.
Saturday	5	

NOTICE.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.

Chancery-lane.

Monday, April 30		
Tuesday, May 1		General Paper.
Wednesday ...	2	...Motions.
Thursday	3	
Friday	4	General Paper.
Saturday	5	...Petitions.

N.B.—Short Causes, Short Claims, Consent Causes, Petitions, and Claims, every *Saturday*. The Unopposed Petitions will be taken first, and such petitions must be presented and Copies left with the Secretary on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

LORDS JUSTICES.

Lincoln's-inn.

Monday, April 30		
Tuesday, May 1		Appeals.
Wednesday ...	2	...Appeal Motions and Appeals.
Thursday	3	...Appeals.
Friday	4	Petitions in Lunacy and Bankruptcy, Appeal Petitions, and Appeals.
Saturday	5	...Appeals.

NOTICE.—The days (if any) on which the LORDS JUSTICES shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

Vice-Chancellor Sir RICHARD T. KINDERSLEY.

Lincoln's-inn.

Monday, April 30		
Tuesday, May 1		General Paper.
Wednesday ...	2	...Motions and General Paper.
Thursday	3	...General Paper.
Friday	4	...Petitions and General Paper.
Saturday	5	Short Causes, Adjourned Summonses, and General Paper.

Vice-Chancellor Sir JOHN STUART.

Lincoln's-inn.

Monday, April 30		
Tuesday, May 1		General Paper.
Wednesday ...	2	...Motions.
Thursday	3	...General Paper.
Friday	4	...Petitions and General Paper.
Saturday	5	...Short Causes and General Paper.

Vice-Chancellor Sir W. P. WOOD.

Lincoln's-inn.

Monday, April 30		
Tuesday, May 1		General Paper.
Wednesday ...	2	...Motions and General Paper.
Thursday	3	
Friday	4	General Paper.
Saturday	5	Petitions, Short Causes, and General Paper.

Births, Marriages, and Deaths.

BIRTHS.

ABRAHAMS—On April 9, the wife of Michael Abrahams, Esq., Solicitor, of a son.

EVEREST—On April 5, the wife of W. Alexander Everest, Esq., Solicitor, of a daughter.

HEBBERT—On April 10, the wife of John B. Hebbert, Esq., Solicitor, of Birmingham, of a son.

KIRWAN—On April 5, the wife of W. P. Kirwan, Esq., Solicitor, of Dublin, of a daughter.

WALKER—On March 28, the wife of James Walker, Esq., Solicitor, of Wolverhampton, of a son.

MARRIAGES.

BURTON—PERKINS—On Jan. 18, Edmund Burton, Esq., Solicitor, of Sydney, to Lucy Anne Steele, third daughter of John Steele Perkins, Esq., surgeon, of Exeter.

CHILD—DIXON—On Jan. 26, at Collingwood, Melbourne, Joseph Child, son of Henry Child, Esq., Solicitor, London, to Jessie Louisa, second daughter of the late C. W. C. Dixon, Esq., of Melbourne.

COLLINS—STOKES—On Feb. 14, at Crockett, Texas, United States, James Collins, Esq., to Harriet, daughter of W. B. Stokes, Esq, Solicitor, both of Minterburn, Caledon, county Tyrone.

CUTHBERTSON—MONCRIEFF—On Feb. 11, at Flemington, Melbourne, John Robert Cuthbertson, Esq., of Otago, New Zealand, to Anne, only daughter of the late Robert Moncrieff, Esq., Solicitor, Glasgow.

DAVIDSON—WOOD—On April 16, John Robert Davidson, Esq., of the Middle Temple, Barrister-at-Law, to Jane Anna, eldest daughter of Nicholas Wood, Esq, of Hetton Hall.

GRIFFITH—HAYLY—On April 11, Edward Clavey Griffith, Esq., of 4, Garden-court, Temple, to Helen Kaye, widow of the late Heathcote Hayly, Esq.

HOPWOOD—STONE—On April 11, James Thomas Hopwood, Esq., of Lincoln's-inn, Barrister-at-Law, to Anna Ellen, second daughter of John Stone, Esq., of 28, Westbourne-terrace, Hyde-park.

KING—SCOTT—On April 11, Thomas Harper King, Esq., of Baker-street, Portman-square, to Frances Jane, second daughter of John Scott, Esq., of the Inner Temple, Barrister-at-Law.

LEWIS—MACFARLAN—On April 11, Charles Warner Lewis, Esq., of the Inner Temple, Barrister-at-Law, to Emma Jane, eldest daughter of the Rev. G. Macfarlan, vicar of Gainford.

DEATHS.

GRIFFIN—On April 6, Hannah Caroline, wife of Henry Griffin, Esq., and daughter of Mr. Chamberlain, Solicitor, 36, University-street, W.C.

MARTINEAU—On April 7, Philip Martineau, Esq., one of the Taxing Masters of the Court of Chancery, in his 69th year.

MORRIS—On April 6, Elizabeth Stevens, widow of Richard Morris, Esq., Barrister-at-law.

SHIRREFF—On Feb. 13, John Hamilton Shirreff, R.N., fifth son of C. J. Shirreff, Esq., of 7, Lincoln's-inn-fields, and Barnes, Surrey, in his 26th year.

WALLINGER—On April 4, Mr. Serjeant Wallinger, in the 63rd year of his age.

English Funds and Railway Stock.

(Last Official Quotation during the week ending Friday evening.)

	ENGLISH FUNDS.			RAILWAYS—*Continued.*	
			Shrs.		
	Bank Stock	226	Stock	London and Blackwall.	69
	3 per Cent. Red. Ann..	93	Stock	Lon.Brighton& S.Coast	112½
	3 per Cent. Cons. Ann.	94½	25	Lon. Chatham & Dover	13
	New 3 per Cent. Ann.	93	Stock	London and N.-Wstrn..	99⅝
	New 2½ per Cent. Ann.	78	12½	Ditto Eighths	⅛ dis.
	Consols for account ..	94⅝	Stock	London & S.-Westrn.	51⅛
	Long Ann. (exp. Apr. 5, 1885)	..	Stock	Man. Sheff. & Lincoln..	41⅛
	India Debentures, 1858.	..	Stock	Midland	117½
	Ditto 1859.	96¾	Stock	Ditto Birm. & Derby	97
	India Stock	..	Stock	Norfolk.....	57
	India Loan Scrip.	..	Stock	North British	61
	India 5 per Cent. 1859..	105½	Stock	North-Eastn. (Brwck.)	95½
	India Bonds (£1000) ..	..	Stock	Ditto Leeds	48⅞
	Do. (under £1000).....	5 dis.	Stock	Ditto York	79½
	Exch. Bills (£1000)...	12	Stock	North London.....	107
	Ditto (£500)....	..	Stock	Oxford, Worcester, & Wolverhampton ..	42¾
	Ditto (Small) ..	9	20	Portsmouth.....	16
			Stock	Scottish Central.....	116
			Stock	Scot. N. E. Aberdeen Stock	35
	RAILWAY STOCK.				
Shrs.			Stock	Do. Scotsh. Mid. Stk.	87
Stock	Birk. Lan. & Ch. Junc.	72	Stock	Shropshire Union	49
Stock	Bristol and Exeter	103	Stock	South Devon	45
Stock	Caledonian	91½	Stock	South-Eastern	87⅞
20	Cornwall	6⅝	Stock	South Wales	67
Stock	East Anglian	17½	Stock	S. Yorkshire & R. Dun	80
Stock	Eastern Counties	55⅛	25	Stockton & Darlington	39½
Stock	Eastern Union A. Stock	38	Stock	Vale of Neath	61
Stock	Ditto B. Stock	27			
Stock	East Lancashire	..			
Stock	Edinburgh & Glasgow.	80		*Lines at fixed Rentals.*	
Stock	Edin. Perth. & Dundee	30½			
Stock	Glasgow and South-Western	100	Stock	Buckinghamshire	95
Stock	Great Northern	114⅜	Stock	Chester and Holyhead.	51⅛
Stock	Ditto A. Stock	118	Stock	Ditto 5½ per Cent...	124
Stock	Ditto B. Stock	131	Stock	Ditto 5 per Cent ..	114
Stock	Gt. Southn. & Westn. (Ireland)	115	Stock	East Lincoln, guar. 6 per Cent	142
Stock	Great Western	69¾	50	Hull and Selby	111
Stock	Lancaster and Carlisle.	..	Stock	London and Greenwich	65
	Ditto Thirds..	19 p.	Stock	Ditto Preference..	120
	Ditto New Thirds..	19 p.	Stock	Lon., Tilbury, Sthend..	98
Stock	Lancash. & Yorkshire	105½	Stock	Shrewsbury & Herefd.	106
			Stock	Wilts and Somerset ..	93

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BRIGGS, Rev. JOHN, of Urahan, Durham, Rev. WILLIAM CROSKELL, of Durham, and Rev. THOMAS YOUENS, of Urshan, Durham, Two Dividends on £1,478 5s, Reduced.—Claimed by Rev. John Briggs, the survivor.

MUDGE, WALTER, Stationer, Cornhill, deceased, £39 7: 6: New Three per Cent. Annuities.—Claimed by Sarah Armstrong, widow, Richard Thomas Corbould, and Christopher Charles Armstrong, executors of Christopher Armstrong.

ROBERTS, SARAH, of the Greyhound, Croydon, Surrey, Spinster, Reduction of the National debt of the sum of £430 New Three per Cent. Annuities—Claimed by Sarah Roberts, now of Ashford in Kent.

COOPER, JOHN, Miller, West-ham Abbey, Essex, deceased, and Eliza Cooper, his wife, Reduction of the National Debt of the sum of £108: 6: 8, Reduced.—Claimed by Eliza Cooper, widow, the survivor.

WAINWRIGHT, JAMES FRANCIS BALLARD, Lieutenant, Royal Navy, Reduction of the National Debt of £250 New Three per Cent Annuities.—Claimed by James Francis Ballard Wainwright.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere.*

BRAY, JAMES, who lived as valet with the late Archbishop of Canterbury. To apply to his cousin at Trent, near Sherborne, Dorsetshire.

BUTLER, SARAH, late of Portsmouth place, Lower Kennington Lane. Next of kin to apply to No. 74, Newington Causeway, Borough, S.

FOWLKES, alias SEYMOUR. JAMES SEYMOUR, who in 1843 was connected with the Star printing office, Toronto, Upper Canada. Himself, or if dead, his representatives to apply to Mr. John Bishop, Solicitor, 2, Tudor-street, Blackfriars, S.

GIRAUD, CHARLES, who left England for New York about 1844, last address known was 28, Pearl-street, New York. Himself, or if dead, his representatives to apply to Mrs. Cockerton, Royal Hospital Tavern, Chelsea.

HONE, MRS. & MISS: Owners in fee of the tithes of Timehoe and Fossey, Queen's County, Ireland. Heirs at Law to apply to Miss Moore, 3, Bloomsbury terrace, Vauxhall-bridge-road, S.W.

KERBY, THOMAS, formerly of Shropshire and Walsingham-place, Lambeth, Surrey. Male descendant to apply to Francis Trucfit, Esq., 4, Essex-court, Temple, W.C.

PARROCK, JANE, formerly of Udlington, near Shrewsbury. Herself, or if dead, next of kin, to apply to Messrs. How & Son, Solicitors, Shrewsbury.

TAYLOR, HARRIOT, late of 10, Sussex-street, Tottenham-court-road, who died on or about March 23, 1847. Relatives to apply personally or by letter to the Solicitor to her Majesty's Treasury, Whitehall.

London Gazettes.

Professional Partnerships Dissolved.

FRIDAY, *April* 6, 1860.

HEWITT, JOHN, & JOHN CHAMPION NEEDHAM, Attorneys, Solicitors, & Conveyancers, Manchester (Hewitt & Needham). March 25.

STATHAM, WILLIAM, & EDWARD COTTON, Solicitors, 48, Castle-street, Liverpool (Statham & Cotton). April 2.

FRIDAY, *April* 13, 1860.

HAIGH, GEORGE, & JAMES THOMPSON, Attorneys & Solicitors, Liverpool (Haigh & Thompson).

Winding-up of Joint Stock Companies.

UNLIMITED, IN CHANCERY.

FRIDAY, *April* 13, 1860.

MEXICAN AND SOUTH AMERICAN COMPANY.—The Master of the Rolls on April 19, at 12, will proceed to make a call on contributories for £2 5s. per share on the several contributories upon whom a call for £9 per share has been made, and for £11 5s. per share on the several contributories upon whom no call has hitherto been made.

TIMBER PRESERVING COMPANY.—Peremptory order for a call of £6 per share on all contributories in class A., except John Neville Warren, to be paid on or before April 28, to William Turquand, Official Manager, 16, Tokenhouse-yard.

TREVALGA SLATE COMPANY.—Petition for winding up, presented April 12, will be heard before V. C. Wood, on April 21.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, *April* 6, 1860.

ANDERSON, JOHN, Major-General in the service of the late Honourable East India Company, Lansdowne-place, Tunbridge Wells, Kent (who died on July 22, 1858). Simpson, Roberts, & Simpson, Solicitors, 62, Moorgate-street, London. May 31.

FUSSELL, SUSANNAH CHAFFEY, Widow, Wadbury House, Mells, near Frome, Somerset (who died on or about Nov. 2, 1859). Lovibond, Solicitor, Bridgwater. June 20.

HARRIS, WILLIAM, formerly carrying on business as a Tailor and Draper, 26, Lamb's Conduit-street, Middlesex (who died on or about Aug. 30, 1859). Waller, Solicitor, 1, Verulam-buildings, Gray's-inn, Middlesex. May 1.

MARSDEN, WILLIAM HAYWARD, Wine Merchant's Clerk, 12, Buckingham-road, De Beauvoir Town, Middlesex (who died on or about March 29, 1859). Dalton, Solicitor, 3, Bucklersbury, London. May 1.

MILLER, EDWARD, Brewer & Miller, March, Isle of Ely, Cambridgeshire (who died on May 24, 1858). Gale, Farmer, Hartford-hill, Huntingdonshire, & King, Farmer, Eynesbury, Huntingdonshire, Executors. April 24.

TRIBE, BERNARD, formerly of Uxbridge, Middlesex, Woolstapler, Gentleman, & late of Iver-heath, Bucks (who died on Sept. 25, 1858). Woodbridge & Sons, Solicitors, Uxbridge May 25.

WALLACE, SARAH, Spinster, 29a, Norfolk-crescent, Hyde-park, Middlesex (who died on Aug. 19, 1859). Saywell, Solicitor, Temple-chambers, Fleet-street. May 18.

WEAVER, WILLIAM, Milkman, Bishopsgate-street, Birmingham (who died on July 24, 1854). Reeves, Solicitor, 82, New-street, Birmingham.

WORMALD, BENJAMIN, Farmer, Wortley, Leeds (who died intestate on Dec. 9, 1859). Rider, Solicitor, Leeds. May 2.

TUESDAY, *April* 10, 1860

FLADGATE, WILLIAM, Farmer, Woking, Surrey (who died on March 7, 1859). Curtis, Solicitor, Guildford, Surrey. May 18.

Goodwin, Matthew, Farmer, Moreton, Chester (who died on Aug. 6, 1852). Ward & Ainger, Solicitors, Congleton. May 4.

Johnson, Mary, wife of John Edward Johnson, Esq., of Bridewell Hospital, London, heretofore Head, Spinster, formerly of 40, Burton-crescent, afterwards of 25, Brunswick-square, and late of 46, Nottingham-terrace, Marylebone-road, Regent's-park, Middlesex (who died on July 28, 1859). Fielder, Proctor, 14, Godliman-street, Doctor's-commons, London. June 1.

Paske, John Bensley Gresham Page, Esq., 24, Nottingham-place, St. Marylebone, Middlesex (who died on Aug. 3, 1859). Desborough, Young, & Desborough, Solicitors, 6, Size-lane. June 1.

Plant, Elizabeth, Spinster, Loughborough, Leicestershire (who died on March 16, 1860). Giles, Solicitor, Loughborough. July 1.

Reynolds, John, Gentleman, Weston-upon-Trent, Staffordshire (who died on or about Dec. 4, 1858). Wills, Solicitor, Waterloo-street, Birmingham, and Green & Allin, Solicitors, Angel-court, Bank, London. May 12.

Street, George, Gentleman, Cranley, Surrey (who died on Feb. 6, 1859). Curtis, Solicitor, Guildford, Surrey. May 19.

Turner, Ann, Spinster, Loughborough, Leicestershire (who died on Dec. 20, 1859). Giles, Solicitor, Loughborough. July 1.

Turner, James, Farmer, Old Buckenham, Norfolk (who died on Nov. 30, 1858). Taylor & Son, Solicitors, St. Giles's-street, Norwich. June 9.

Usher, Thomas, Gentleman, Hensingham, Cumberland, (who died on or about Aug. 17, 1859). Hodgkin, Solicitor, Whitehaven. May 3.

Vassar, Mary Ann, Widow, Heigham, Norwich (who died on Jan. 28, 1859). Taylor, Executor. June 9.

Friday, *April* 13, 1860.

Ambury, Henry Meredith, Solicitor, Bristol (who died on the 13th August, 1858). John Crowther Gwynn, Solicitor, 6, Clare-street, Bristol. June 15.

Baay, Solomon, Attorney, Birmingham and Castle Bromwich (who died on Jan. 9, 1859). Hensman, Solicitor, St. Giles'-square, Northampton. May 30.

Crouch, Robert, Farmer, Bramcote Hall, Warwick (who died on April 17, 1859). Brown, Solicitor, Ashby-de-la-Zouch. May 30.

Mayhew, William, Esq., Newington-place, Kennington-road, Surrey (who died on Nov. 30. 1859). Mayhew, Solicitors, 10, Barge-yard Chambers, Bucklersbury, London. June 1.

Phillips, John, Esq., Springfield-place, Nunnery-lane, York (who died on March 14, 1860.) Richardson & Son, Solicitors, 19, Blake-street, York. June 1.

Pratt, William, Stationer & Printer, 82, Digbeth, Birmingham (who died on Jan. 6). Holmes & Robinson, Solicitors, 28, Cannon-street, London. May 21.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, *April* 6, 1860.

Dingle, George Patteson, Gent., East Dereham, Norfolk (who died in or about March, 1850). Bird *v.* Cooper, M.R. April 30.

Hamilton, William, Merchant, Woburn-square, Middlesex, and of Cheapside, London (who died in or about Aug., 1851). Hamilton *v.* Laurie & Others, V. C. Stuart. April 30.

Jenkins, Mary, Spinster, formerly of Neath, Glamorganshire, and late of 11, Southwell-street, Kingsdown, Bristol (who died in or about July, 1857). Bowen & Others *v.* Gwyn & Others, M.R. May 23.

Kidman, Richard, Gent., Cardiff, Glamorganshire (who died in or about June, 1835). Rowe *v.* Kidman & Others, V. C. Wood. April 20.

Mason, Richard, Builder, Farnham, Surrey (who died in or about Oct., 1844). Harding *v.* Mason, V. C. Wood. April 24.

Tuesday, *April* 10, 1860.

Jewell, Gideon, Cattle Dealer & Farmer, Langtree, Devonshire (who died in or about Feb., 1859). Holman *v.* Jewell, V. C. Stuart. May 2.

Friday, *April* 13, 1860.

Glynn, William, Gent., 2, Dilwyn-street, Swansea, Glamorganshire (who died in or about April, 1859). Dawe *v.* Glynn, M.R. May 22.

Assignments for Benefit of Creditors.

Friday, *April* 6, 1860.

Hatton, James, Cheesemonger, 110, Goswell-street, Middlesex. April 4. *Trustees*, R. Morgan, Cheesemonger, George-yard, Snow-hill; J. Grieves, Cheesemonger, New-street, Covent-garden. *Sol.* Bell, 21, Abchurch-lane, London.

Mountford, Eliza, Confectioner, 21, Bath-street, Leamington Priors, Warwickshire. March 30. *Trustees*, C. R. Burgis, Grocer, Regent-street, Leamington Priors; H. Jesson, Cabinet Maker, Emscote, Warwickshire. *Sol.* Sherwood, Leamington.

Sims, George, Manufacturing Chemist, Warrington, Lancashire. March 22. *Trustees*, R. Kitchin, Engineer, Warrington; A. Pennington, Builder, Warrington; J. Jack, Millwright & Engineer, Liverpool. *Sols.* Avison & Radcliffe, 18, Cook-street, Liverpool.

Smith, Richard, Linen Draper & Mercer, Thame, Oxfordshire. March 19. *Trustees*, G. B. Greatorex, Warehouseman, Aldermanbury, London; F. W. Smith, Chemist & Druggist, Newington-causeway, Southwark, Surrey. *Sols.* Davidson, Bradbury, & Pardwick, Weavers'-hall, 22, Basinghall-street.

Snow, George, Gas Fitter, Portsea, Southampton. March 29. *Trustees*, T. Lambert, Brass Founder, New Cut, Lambeth; W. Treadgold, Iron Merchant, Portsea. *Sol.* Ford, Portsea.

Stumbles, Richard Washington, Draper & Grocer, Lambourne, Berks. March 19. *Trustees*, J. H. Mason, Grocer, Newbury, Berks; E. Bew, Farmer, Eastbury, Berks. *Sols.* Graham & Sons, Newbury.

Turner, Edward Tweedale, Miller & Corn Merchant, Willow Holme, Carlisle. March 10. *Trustees*, J. Bell, Corn Factor, Carlisle; W. W. Gibson, Miller & Corn Merchant, Bonnington House, Bonnington, Edinburgh. *Sol.* Wright, Carlisle.

Ware, John, Land Drainer, Crediton, Devon. March 7. *Trustees*, G. Dale, Cheese Factor, Fore-street-hill, Exeter; J. Cockram, Builder, Crediton. *Sol.* Cleave, Crediton.

Tuesday, *April* 10, 1860.

Crick, Daniel Bishop, Builder, Leicester. March 20. *Trustees*, T. Stirk, Timber Merchant, Leicester; J. Hutchinson, Builder, Leicester. *Sol.* Spencer, Horsefair-street, Leicester.

Halliday, John, Draper, 17, St. Paul-street, Bristol. March 21. *Trustees*, J. Linton, Scotch and Manchester Warehouseman, Bristol; A. Cameron, Draper, Bristol. *Sol.* Parnell, Bristol.

Harris, Isaac, Corn & Flour Dealer, Barr-street, Bristol. April 4. *Trustees*, H. Humphries, Corn Merchant, Bristol; S. J. Feon, Flour Factor, Bristol. *Sols.* Parnell & Brown, 28, Baldwin-street, Bristol.

Langford, George, Retailer of Beer, Harley-street, Bishop's-field, Kingston, Portsea, Southampton. March 13. *Trustees*, W. Ayling, Bricklayer, Landport, Portsea; C. Gilliam, Gas Fitter, Landport, Portsea. *Sol.* Field, 40, High-street, Gosport.

Perrott, Francis William, Licensed Victualler, Peacock Tavern, Newington Butts, Surrey. March 16. *Trustee*, W. Jones, Gent., Vauxhall. *Sols.* Shaen & Grant, Kennington-cross, Surrey.

Rae, Matthew Beatti, Draper, Saffron Walden, Essex. March 14. *Trustee*, A. M'Gaw, Warehouseman, 1, Angel-court, Friday-street, London. *Sol.* Billing, King-street, Cheapside, London.

Staff, James, & Charles Braby, Hay & Straw Salesmen, Baltic Wharf, Commercial-road, Lambeth, Surrey, and of West Smithfield, London. March 26. *Trustee*, W. L. Landfield, Merchant, Grays, Essex. *Sols.* Harrison & Lewis, 6, Old Jewry, London.

Friday, *April* 13, 1860.

Cooper, Samuel, Auctioneer, Brighton, Sussex. March 17. *Trustee*, G. W. Sawyer, Timber Merchant, Brighton. *Sol.* Hackwood, 7, Walbrook, London.

Foster, George William, Clothier & Outfitter, 94, Week-street, Maidstone, Kent. March 19. *Trustee*, C. Pigott, Button Manufacturer & Trimming Warehouseman, 39, Gresham-street, London. *Sol.* Scott, 4, Skinner-street, Snow-hill, London.

Gravett, John Thomas, Grocer, Sandgate, Kent. April 7. *Trustees*, J. Morford, Butcher, Sandgate; W. Hills, Draper, Sandgate. *Sols.* Brockman & Harrison, Folkestone.

Griffiths, Josiah, Flour Dealer, Ship Bread Baker, Grocer, & General-shopkeeper, Amlwych-port, Amlwch. April 7. *Sol.* Thomas Owen, Llangefni.

Hall, James, Grocer, Gray's Thurrock, Essex. March 7. *Trustee*, L. Robinson, Tea Dealer, 66, Ratcliffe-highway. *Sol.* Satchell, 6, Queen-street, Cheapside.

Parker, George, Grocer, Meadow-lane, Leeds. March 30. *Trustees*, C. N. Graham, Wholesale Grocer, New Bridge-street; R. Warin, Wholesale Grocer, Tower-street; and T. Wright, Hay Dealer, Leeds. *Sol.* Markland, Leeds.

Paterson, Robert, Draper & Tea Dealer, Monkgate, Yorkshire. March 26. *Trustees*, W. L. Sedgwick, Wholesale Tea Dealer, Park-place, York; & D. Calverley, Cloth Manufacturer, Huddersfield. *Sol.* Anderson, 30, Stonegate, York.

Walker, Richard, Grocer, Nottingham. April 7. *Trustee*, W. Holmes, Grocer, Nottingham. *Sol.* Morley, Thurland-street, Nottingham.

Wilkins, Edward William, Confectioner, 57, St. John-street, Clerkenwell. April 5. *Sol.* Richardson, 15, Old Jewry-chambers.

Bankrupts.

Friday, *April* 6, 1860.

Bogle, William, Hop & Spirit Merchant, Bristol-street, Birmingham. *Com.* Sanders: April 19, & May 10, at 11; Birmingham. *Off. Ass.* Whitmore. *Sol.* Sannders, Birmingham. *Pet.* April 3.

Chard, Thomas, Agent for the Sale of Flour, 17, King-square, Bristol. *Com.* Hill: April 17, & May 21, at 11: Bristol. *Off. Ass.* Miller. *Sol.* Trenerry, Bristol. *Pet.* April 5.

Jones, John Ward, & Sigsmund Ditrichstein, Merchants, Great St. Thomas Apostle, London. *Com.* Fonblanque: April 13, & May 23, at 1; Basinghall-street. *Off. Ass.* Graham. *Sols.* George & Downing, 5, Size-lane, London. *Pet.* April 4.

Murrells, Thomas, Stationer, Brighton. *Com.* Evans: April 20, & May 17, at 12: Basinghall-street. *Off. Ass.* Johnson. *Sols.* Linklaters & Hackwood, Walbrook; or Lamb, Pavilion-chambers, Brighton. *Pet.* April 2.

Pillot, Frederick Jacob, Wine & Brandy Merchant, 83, Cannon-street, London. *Com.* Evans: April 20, at 11: & May 24, at 12: Basinghall-street. *Off. Ass.* Johnson. *Sol.* Shepherd, Clement's-lane. *Pet.* March 29.

Stevens, William, British Wine Merchant, 6, Three Crown-square, Southwark, Surrey. *Com.* Fane: April 14, at 12; & May 18, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Gover, 40, King William-street, London-bridge. *Pet.* April 4.

Strange, Henry, Plumber, Painter, Glazier, & Paper Hanger, Newent, Gloucestershire. *Com.* Hill: April 17, & May 22, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Wilkes, Gloucester. *Pet.* April 2.

Watson, William John, Builder, Archway Cottage, Upper Holloway, Middlesex. *Com.* Evans: April 19, at 1.30; & May 24, at 1; Basinghall-street. *Off. Ass.* Bell. *Sol.* King, 25, College-hill. *Pet.* April 4.

Wilson, Henry James, Surgeon & Apothecary, Whitchurch, Salop. *Com.* Sanders: April 16, & May 7, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Kimberley, 42, Waterloo-street, Birmingham. *Pet.* April 3.

Tuesday, *April* 10, 1860.

Aydon, Elizabeth, & Thomas William Ferguson, Grocers & Tea Dealers, Newcastle-upon-Tyne (Aydon & Ferguson.) *Com.* Ellison: April 18, & May 23, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Harwood & Pattison, 10, Clement's-lane, Lombard-street, London. *Pet.* April 2.

Fowles, Francis John, & Henry Hunter, Oil & Soap & General Merchants & Manufacturers, late of 16, Water-lane, London, but now of St. James-street, Hatcham, Surrey, and of 15, Rood-lane, London. *Com.* Holroyd: April 20, at 2.30; and May 22, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Young & Plews, 29, Mark-lane, London. *Pet.* March 29.

Oldfield, George, Robert Oldfield, & John Clarke, Millers & Corn Dealers, Lichfield (Oldfields & Clarke.) *Com.* Sanders: April 23, & May 21, at 11; Birmingham. *Off. Ass.* Williamore. *Sols.* James & Knight, Birmingham; or W. & F. Morgan, Birmingham. *Pet.* April 5

Friday, April 14, 1860.

Ashby, John, Builder, 14, Carlisle-street, Soho-square, Middlesex. *Com.* Goulburn. April 25, at 12, and May 21, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Frazer & May, 78, Dean-street, Soho. *Pet.* April 12.

Booth, Joseph Balmforth, Draper, Elland, Yorkshire. *Com.* Ayrton: April 30, at 11, and May 21, at 12; Leeds. *Off. Ass.* Hope *Sols*, Norris & Foster, Halifax, or Upton & Yewdall, Leeds. *Pet.* April 11.

Bowra, Matthias Edward, Manufacturer of Patent Elastic Beds & Cushions, Bridge-street West, Birmingham. *Com.* Sanders: May 3 & 24, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Tuke & Valpy, 31, St. Swithin's-lane, London; or Reece, Birmingham. *Pet.* March 28.

Boyce, Charles Frank, Livery Stable-keeper, late of Epsom, Surrey, but now Innkeeper, of Melton Mowbray, Leicestershire, *Com.* Evans: April 26, at 11; and May 24, at 2; Basinghall-street. *Off. Ass.* Bell. *Sols.* J. & J. H. Linklater & Hackwood, Walbrook, London. *Pet.* April 13.

Eastwood, Eliza, Wholesale & Retail Fruiterer, Manchester. April 25, & May 17, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Heath & Sons, 41, Swan-street, Manchester. *Pet.* April 4.

Grose, Nicholas Male, Wine & Spirit Merchant, Wadebridge, Cornwall. *Com.* Andrews: April 25. & May 30, at 12; Exeter. *Off. Ass.* Hirtzel. *Sols.* Bishop & Pitts. *Pet.* April 11.

Innocent, Thomas, Wholesale & Retail Grocer & Tea Dealer, 40, Bedford-street, Covent-garden, Middlesex. *Com.* Fonblanque: April 25, at 12·30; & May 23, at 2; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Linklaters & Hackwood, 7, Walbrook, London. *Pet.* April 2.

Morris, Edward Joseph, Grocer, Castle-street, Bristol. *Com.* Hill: April 23, & May 21, at 11; Bristol. *Off. Ass.* Acraman. *Sol.* Henderson, Bristol. *Pet.* April 5.

Prichard, William Evans, Licensed Victualler, Flying Horse Public-house, 22, Blackman-street, Borough, Surrey. *Com.* Fane: April 21, at 11; and May 18, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sol.* Buchanan, 13, Basinghall-street. *Pet.* April 11.

Pyke, Henry, Tailor, 7, Newcastle-place, Edgware-road, Middlesex. *Com.* Fonblanque: April 28, at 12.30, and May 25, at 12; Basinghall-street. *Off. Ass.* Stansfield. *Sol.* Carpenter, 3, Elm-court, Temple, London. *Pet.* April 11.

Royle, George, Flint Glass Manufacturer, Sutton, near St. Helen's. *Com.* Perry: April 24 and May 15, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Haddock, St. Helen's; or Evans, Son, & Sandys, Commerce-court, Lord-street, Liverpool. *Pet.* April 3.

Turner, Henry, Grocer, 348, Rotherhithe Wall, Rotherhithe, Surrey. *Com.* Goulburn: April 23, at 1.30; and May 21, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Cattlin, 22, Ely-place, Holborn. *Pet.* April 2.

Williams, John, Chemist, Druggist, Printer, Bookseller, & Stationer, Horsley-heath, Staffordshire. *Com.* Sanders: May 3 and 24, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* E. & H. Wright, Birmingham, or Barnes, Horsley-heath, Tipton. *Pet.* April 5.

BANKRUPTCY ANNULLED.

Friday, *April* 6, 1860.

Phillips, Thomas, Engraver, Printer, & Private Hotel Keeper, Birmingham. April 4.

MEETINGS FOR PROOF OF DEBTS.

Friday, *April* 6, 1860.

Barton, Japheth, Brewer & Retailer of Beer, Duncan-street, Landport, Portsea. April 27, at 2; Basinghall-st.—Brown, Robert James, Timber Merchant and Ship Owner, Sunderland. April 17, at 12; Royal-arcade, Newcastle-upon-Tyne.—Clark, Thomas, Paper and Rag Merchant, Bradford, Yorkshire. April 27, at 11; Leeds.—Crooks, George, Grocer, Leeds. April 27, at 11; Leeds.—Jones, Charles, Sail Maker and Ship Owner, Gloucester. April 17, at 11; Bristol.—Marshall, John, Friar-street and Victoria Wharf, Reading; carrying on business at several places under the name or firm of the Great Western Coal Company. April 27, at 1.30; Basinghall-street.—Niner, George, Wholesale Clothier, Cloth Cap, Fancy Tassels, Trimmings, and Cap Peak Manufacturer, 2, Union-street, Spitalfields, Middlesex. April 30, at 12; Basinghall-street.—Oakley, John, & Benjamin Oakley, Builders and Upholsterers, Southampton. April 27, at 1; Basinghall-street.—Oliver, David Stodhart, Wine and Spirit Merchant, Temple, otherwise Holy Cross, Bristol; and also of Llangonoyd, Glamorganshire, carrying on business there with Robert Barter and others, as Ironmasters, Coal Miners, Drapers, Grocers, Ironmongers, & General Shopkeepers. May 3, at 11; Bristol.—Phillips, Philip, Common Brewer, Crowland, Holland, Lincolnshire, May 2, at 11.30; Basinghall-street.—Postill, Edward, Druggist, York. April 27, at 11; Leeds.—Sait, John, Currier & Leather Seller, 15, Star-corner, Bermondsey, Surrey. April 26, at 12.30; Basinghall-street.—Wintle, John Marriott, Silversmith, 54, Drury-lane, Middlesex. April 18, at 12; Basinghall-street.—Woolhidge, James, Fellmonger, Lincoln. April 18, at 12; Townhall, Kingston-upon-Hull; last ex.

Tuesday, *April* 10, 1860.

Buckland, Thomas, Wine Merchant, 14, Queenhithe, London (Hawkins & Buckland). May 3, at 11; Basinghall-street.—Lomax, James, Tailor & Woollen Draper, Deansgate, Bolton, Lancashire. May 2, at 12; Manchester.—Render, Henry, Oil Merchant & Stearine Manufacturer, Manchester, and Newton Heath, Lancashire. May 2, at 12; Manchester.

Friday, *April* 13, 1860.

Baker, William, Cattle Food Manufacturer, Kingston-upon-Hull. May 9, at 12; Kingston-upon-Hull.—Bingham, William, Auctioneer & Joiner, Great Grimsby, Lincolnshire. May 9, at 12; Kingston-upon-Hull.—Burkinshaw, Edward, & William Hudson, Curriers, Knaresborough & Wetherby, Yorkshire. May 4, at 11; Leeds.—Day, Richard, & Thomas Day, Ship-builders & Copartners, Goole, Yorkshire. May 4, at 11; Leeds.—Kidd, George Samuel, Seed Crusher, Kingston-upon-Hull. May 9, at 12; Kingston-upon-Hull.—Lawrence, Maria, Tailor & Clothier, 184, Lambeth-walk, Lambeth, Surrey. May 4, at 1; Basinghall-street.—Morrish, Nathaniel, Farmer, Heath Farm, Holy Trinity, Shaftesbury. May 7, at 11.30; Basinghall-street.—Priest, William, sen., Shipowner, Welton, Yorkshire. May 9, at 12; Kingston-upon-Hull.—Scaife, Francis, Cutlery Manufacturer, Sheffield, Yorkshire. May 5, at 10; Sheffield.—Smedley, William, Grocer, York. May 4, at 11; Leeds.—Triggs, Edward, & William Triggs, Upholsterers, Cabinet Makers & Auctioneers, 20, High-street, Southampton. May 4, at 11; Basinghall-street.—Williams, Edward John, Shipowner, Upper East Smithfield, Middlesex. May 4, at 1; Basinghall-street.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Friday, *April* 6, 1860.

Alcock, Samuel & Thomas Alcock, China & Earthenware Manufacturers, 89, Hatton-garden, Middlesex, and of Burslem, Staffordshire (Samuel Alcock & Co.) May 1, at 1; Basinghall-street.—Barton, Japheth, Brewer and Retailer of Beer, Duncan-street, Landport, Portsea. April 27. at 2; Basinghall-street.—Bedells, John Geard, Chemist, Druggist, & Draper, Brewood, Stafford. April 30, at 11; Birmingham.—Binning, Henry & George Dowson, Ship Owners, Middlesborough, York. April 27, at 11; Leeds.—Bracewell, William, Cotton Spinner, Coates, Barnoldswick, York. April 27, at 11; Leeds.—Brignall, Jonathan, Dyer, Manchester. May 8, at 12; Manchester.—Brown Thomas Henry Johnson, Builder, 1, Scott's-yard, Bush-lane, Cannon-street, and of Blythe-lane, Hammersmith, Middlesex. April 27, at 1; Basinghall-st.—Durham, Joel, Railway Contractor & Cattle Dealer, Wingland, Sutton Bridge, Norfolk. May 2, at 1; Basinghall-street.—Freeman, George & Henry Bentley Wrixon, Lead and Glass Merchants & Pewterers, Blenheim-street, Oxford-street, Middlesex (G. D. Aldison & Co.) May 3, at 1.30; Basinghall-street.—Genn, Edward, Grocer, Rotherham, York. April 28, at 10; Sheffield.—Gifford, Shrewsbury, Corn & Coal Dealer, Newport, Essex. May 1, at 1; Basinghall-street.—Gynne, George, Cabinet Maker, 19, Wardour-street, Soho, Middlesex. May 3, at 11; Basinghall-street.—Mynn, William, Manure & Hop Merchant, Queen's Head Yard, Borough, Surrey. April 30, at 12; Basinghall-street.—Perrins, Isaac Thomas, Iron Merchant, Dudley, Worcester. April 30, at 11; Birmingham.—Priestley, Lister, Commission Agent & Merchant, Heckmondwike, York. April 27, at 11; Leeds.—Sayer, Charles James, Boarding-house Keeper, 1, Francis-place, Holloway, Middlesex. May 2, at 11.30; Basinghall-street.—Wale, Benjamin Burlington & George Charles Dawe, Builders, 123, Chancery-lane; London. April 27, at 1.30; Basinghall-street.—Wilkinson, George Noble & Hezekiah Orvis, Ship Brokers, Hartlepool, Durham. May 3, at 12; Royal-arcade, Newcastle-upon-Tyne.—Wilson, Thomas, Farmer & Commission Agent, Wickersley, near Rotherham, York. April 28, at 10; Sheffield.—Worrall, William, Grocer, West Melton, near Wath, York. April 28, at 10; Sheffield.

Tuesday, *April* 10, 1860.

Atherley, Joseph, Apothecary, Mountsorrel, Leicestershire. May 1, at 11.30; Shirehall, Nottingham.—Daft, George, Lace Manufacturer, New Lenton, Nottinghamshire. May 1, at 11.30; Shirehall, Nottingham.—Gynne, George, Cabinet Maker, 17, Wardour-street, Soho, Middlesex. May 3, at 11; Basinghall-st.

Friday, *April* 13, 1860.

Davis, Abraham, Commission Agent & Merchant, 5, Camden-terrace, Camden-town, Middlesex. May 4, at 11.30; Basinghall-street.—Hayman, George, Licensed Victualler, Marine View-hotel, Portsmouth. May 10, at 11; Basinghall-street.—Hyett, Edwin, Baker, Grocer, & Corn Dealer, Friar-street, Worcester. May 4, at 11; Birmingham.—M'Evily, John, Saddler & Harness Maker, 78, Great Portland-street, Middlesex. May 4, at 11.30; Basinghall-street.—Slater, John, Retail Brewer, Small Heath, Birmingham. May 4, at 11; Birmingham.—Storry, Christopher, Fishmonger, Poulterer, & Dealer in Game, Wellington-street, Aldershott, Hants, and Farnham, Surrey. May 4, at 11; Basinghall-street.

To be delivered, *unless* Appeal *be duly entered.*

Friday, *April* 6, 1860.

Batters, George, Starch Manufacturer, Hatcham, Surrey. March 30, 2nd class.—Haskins, Edward, Horse Dealer and Beer Retailer, Shortwood, Pucklechurch, Gloucestershire. April 3, 2nd class.—Hinkley, John, jun., Corn Dealer, Brentwood, Essex. March 30, 3rd class.—Hyde, William, Ship and Insurance Broker, Liverpool. Jan. 6, 2nd class, subject to a suspension of 6 months.—Lambourn, Charles, Barge Builder, Chiswick, and of Salisbury-wharf, Strand, Middlesex. March 30, 2nd class.—Shadwick, Edmund Thomas, Common Carrier, Ship Owner, and Mariner, Penarth, near Cardiff. April 3, 2nd class.—Shrimpton, Walter, Dealer, Compton & Bishopstoke, Hants. March 30, 2nd class.—Strange, William, Printer & Publisher, 294, Strand, Middlesex. March 31, 3rd class.—Street, James, Confectioner, Bridge-street, Bristol. April 2, 1st class.

Tuesday, *April* 10, 1860.

Coulin, Robert Thomas, Omnibus Proprietor, 14, Princes-road, Lambeth, Surrey. April 3, 2nd class.—Foreman, Thomas, & Thomas Johnson, Carpenters & Builders, Faversham, Kent. April 3, 3rd class.—Sumner, James William, Builder; Wray-park, Reigate, Surrey. April 4, 2nd class

Friday, *April* 13, 1860.

Dixon, George, William Dixon, & Joseph Dixon, Steel Rollers & Filters, Storrs-bridge, Ecclesfield, Yorkshire. March 31, 3rd class.—Johnson, William, Innkeeper & Carpenter, Mountsorrel, Leicestershire. April 3, 3rd class.—Moss, Henry, Draper, 5, Lowerhead-row, Leeds. March 30, 3rd class.

Scotch Sequestrations.

Friday, *April* 6, 1860.

Borrill, Wilson, Miller, Old Malton, East Riding, Yorkshire, thereafter residing at Hull, and now residing at Cromwell-street, Stornoway, Rossshire. April 9, at 1; Stevenson's Rooms, 4, St. Andrew's-square, Edinburgh. *Sec.* April 2.

Stewart, Alexander, Grocer & Spirit Dealer, Irvine. April 19, at 12; King's Arms Inn, Irvine. *Sec.* April 4.

Tuesday, *April* 10, 1860.

Dempster, Roderick, Surgeon, Forres, Elgin. April 20, at 11; Castle Inn, Forres. *Sec.* April 6.

Napier, James, Coal Agent & Horse Dealer, Stirling. April 19, at 12; Golden Lion Hotel, King-street, Stirling. *Sec.* April 6.

Friday, *April* 13, 1860.

Barton, James, Farmer, Nether-Bogrie and Rowantree-hall, Dunscore, Dumfries. April 19, at 2; King's Arms-hotel, Dumfries. *Sec.* April 6.

Begg, William, Type Founder, 301, Parliamentary-road, Glasgow. April 20, at 2; Faculty-hall, St. George's-place, Glasgow. *Sec.* April 11.

Davie, William, sometime Carter, Contractor, and Spirit Dealer, in Glasgow, presently Carter in Duntocher, Dumbartonshire. April 20, at 12; Elephant-inn, Dumbarton. *Sec.* April 9.

Milne, Alexander, & Co., Jewellers, 70, George-street, Edinburgh, & Alexander Milne, only Individual Partner. April 20, at 1; Dowells & Lyon's-rooms, 18, George-street, Edinburgh. *Sec.* April 12.

We cannot notice any communication unless accompanied by the name and address of the writer.

**** Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, APRIL 21, 1860.

CURRENT TOPICS.

The recent fight for the championship gives rise, in the minds of lawyers, to some reflections, which we think worth expressing. At all events, a short notice of what the law deems breaches of the peace may be useful. "A tilt, or tournament, the martial diversion of our ancestors, was," according to Blackstone, "an unlawful act; and so are boxing and sword-playing, the succeeding amusements of their posterity; and, therefore, if a knight in the former case, or a gladiator in the latter, be killed, such killing is felony or manslaughter." The grounds for this are evident. Every blow given without warning is beyond doubt a breach of the peace. It provokes anger, retaliation, perhaps bloodshed; and is a breach of the peace in all civilised nations. Does it make any difference that the blow is given with warning; that in fact it is made the subject of bargain? Who will pretend that it is not as unlawful to kill a man when he is willing to put himself in your power, as it is when he is in no sense a consenting party to the murderous transaction? Or is the principle of *invito domino* as much an element in murder as in larceny? Then there is, further, the consideration of the public peace. Exhibitions of this kind are, it is said, "calculated to draw together a number of idle disorderly people. For in such cases the intention of the parties is not innocent in itself, each being careless of what hurt may be given, provided the promised reward or applause be obtained." And again, "such meetings have a strong tendency in their nature to a breach of the peace;" (East P. C. c. 5, s. 41.) The act, therefore, being clearly illegal, by a well known rule of criminal law, all accessories to any misdemeanour being themselves principals, every one countenancing or present with the intention of witnessing it, becomes liable to penal consequences: As in duelling, when one is killed, the other combatant and *both* the seconds is in law guilty of murder. In *Rex* v. *Billingham and others* (2 Car. & P. 234), which was the case of a prize fight, Mr. Justice Burrough declares that, "by law, whatever is done in such an assembly by one, all present are equally liable for. It cannot be disputable that all these fights are illegal, and no consent can make them legal, and all the country being present would not make them less an offence; they are unlawful assemblies." He goes on to advise the binding over beforehand the parties who have agreed to fight with sureties for their good behaviour; and no doubt his remarks suggested the apprehension of Heenan. Having stated the law, we may apply it to the case of the noble lord who is said to have declared, in a moment of exasperation at the officious zeal of the police, that "if no other place could be found, the fight should come off in his park." But he may as well know, that if he had offered his own drawing-room for the purpose, the combatants would not have been secure from interruption, nor his lordship from the risk of a criminal prosecution. The act being unlawful, and against the public peace, of course the conservators of that peace would be empowered to interfere anywhere and everywhere, to keep or restore it. And supposing the hereditary domain had been, with the noble lord's consent, the scene of the fight, then it is obvious he would have been an aider and abettor in the misdemeanour, and have thus rendered himself liable to two years' imprisonment.

We understand that Mr. Lushington Phillips has been reinstated in his office of Puisne Judge of the Colony of Natal, by the advice of the Secretary for the Colonies. It will be in the recollection of our readers that Mr. Phillips had been suspended from his judgeship by the Lieut.-Governor, in consequence of some observations made in public by Mr. Phillips, and a subsequent correspondence, on the subject of a criminal offender who had been relieved by the Lieut.-Governor from the greater part of a sentence passed upon him by Mr. Phillips as judge, without the latter being consulted as to the propriety of such commutation.

The speedy restoration of Mr. Phillips is an act of prompt justice, clearing him from the grave imputations which alone would justify suspension; while it assumes very much the complexion of a reprimand to the Lieut.-Governor.

We are compelled to postpone, until next week, an article upon Lord Cranworth's Bill on Trustees, Mortgagees, &c.

ACCOUNTANT GENERAL'S DEPARTMENT.

Twenty thousand pounds a-year and more would, we are convinced, be saved by abolishing this office; and the work be far better done besides. This saving would be in addition to that spoken of in a former article, to arise from having the accounts no longer kept, as now, in duplicate, by two separate staffs, one in Chancery-lane, and one at the Bank. The latter saving would probably amount to £10,000 or £15,000 a-year more. How the further diminution of expense would be effected we will proceed to show.

If you want law work done, don't leave it to a doctor. If you want large accounts kept, don't leave them to lawyers. Such are the off-hand conclusions of ordinary men. The question how best to manage the accounts of the suitors of the Court is a larger one than the solution proposed by our correspondent "F." would indicate. On the plan at present in force, even with his proposed amendments (very good as far as they go), there would still be a great monetary establishment with no responsible, and still more with no *commercial* head. If any one of us ordinary men were set the task of getting done the work now done by the Accountant-General's department, where should we go? Surely to bankers. And we should come to such arrangements with them as would make it their interest as well as ours, that none of the grave deficiencies we are about to point out as now existing in the department under consideration, should occur. Our correspondent "F." considers the whole question merely one of pecuniary economy. We do not. But we are willing so to treat it; and we think the startling figures we are about to exhibit will satisfy him and everybody else, including those who are morally responsible for the good-ordering of this department (if any such there are, though we should be puzzled to name them—we hope it is not the Solicitor to the Suitors' Fund, for there is a Bill in Parliament to increase his salary), that a saving in the whole to the suitors of above £35,000 a-year would be effected by abolishing this office, and transferring its functions to the Bank of England.

It is quite clear that the commercial or monetary department of the business of the Court possesses no internal principle which tends to develope and promote its own reform. What a most childish and absurd office that of the Clerk of Accounts was, with its triplicate set of books and staff of clerks! Yet it lasted some 100 and odd years, and was at length only abolished by pressure from without. So was it of the collection of fees by law stamps. This great economy was also effected on pressure from without; and so of the abolition of the masters' offices, of which last measure our present suggestions are only a corollary; and is supported, we have reason to know, by those who were the early proposers of the three last-mentioned changes. So it must continue to be as to the grievous defects of the department now under consideration. Set lawyers to prescribe

doses, and they will go to the ancientest of pharmacopœias—and stick to the rule of *stare in antiquas vias;* not merely because they are lawyers, but because they are ignorant of medicine, and know no other way than the ancient one. Our correspondent has pointed out some of these defects; such as requiring needlessly the registrar's direction for transfer, and his certificates for sales, and his counter-signature for cheques—special orders to pay representatives of deceased payees—and especially such as the scheme, very discreditable, as it appears to us, by which the total stock ordered to be bought, and the total ordered to be sold, and not merely the balance between them, is on each Bank day bought and sold for the suitors; brokerage being paid on the whole, and the market buoyed up by the enhanced amount of stock transactions. The extra costs to the suitors of all the above needless, and, we submit, improper arrangements, cannot at a rough guess be less than £8,000 a-year. As to this last defect we would add a word. There is always during each day more or less fluctuations in the price of stock; and we have often heard practitioners say (we know not how accurately), that Chancery purchases are always at the *maximum*, and Chancery sales at the *minimum* price of the day. If this be so, a large saving would be effected to the suitors under this head.

There are, however, many and far more grievous errors than the above, existing in the present system. Why is a power of attorney required to enable the agent of A.B. to receive from the Accountant-General a certificate to the Bank that A.B. is to be paid such or such a sum? Any other banker would pay upon a letter. The Accountant-General in Bankruptcy has always paid upon letters. Surely there is no need, either in sense or in law, for an instrument under seal for such a purpose. From the Judicial Statistics for 1858 (page 184), we see there are more than 3,000 of these powers issued annually. Taking one with another, and considering the cost of their execution and verification, this requirement imposes a needless tax on the suitors of at least £9,000 a year. Affidavits of calculations, and of residues, are most needlessly required; and the cost from this source alone, as we believe, have been calculated at £3,000 or £4,000 a year. Surely, the mercantile clerks of the court are the right persons to make all such calculations; and unquestionably the Bank of England, had it the work to do, would make all such without affidavits.

We have now brought up our new additional bill of annual waste against the present system to the amazing sum total of £20,000 a year. A charge, though only £2,000 a year or thereabouts in amount, yet still more objectionable, and, as we conceive, discreditable in principle than those hitherto enumerated, yet remains. It is for income-tax to that amount paid twice over, and it arises as follows:—From the net incomes of the suitors' fund, and of the fund from surplus fees, after income-tax has been deducted, above £61,000 is annually applied towards payment of salaries and compensations. Those salaries or compensations should, to the extent of £61,000 a-year, be therefore paid "*less income-tax;*" but they have been and are, so far as we can see, actually paid in full; and the recipient is then assessed to and pays the tax over again. In this blundering way goes to waste £2,000 a-year, purely and simply for want of proper commercial and monetary arrangements and superintendence.

These are the chief articles of our impeachment of the present system. We don't blame the Accountant-General or his clerks for this. Their business is regulated by Act of Parliament, and is merely to certify accurately and intelligibly to the Bank, in good ledger and book-keeping form, the purport of the long unintelligible rigmarole money-orders now issued by the Court in words at length, and desperate length too, instead, as we have formerly suggested, in figures. So far as we know, they do now, *modo et forma*, in every respect, to a jot and tittle, what their first predecessor did 130 years ago. But what we say is, The thing is so; and so it will be and will remain, if the system is left to renovate itself. The court money to at least, we believe, £22,000 a year slips away, and will continue to slip away, until the great fusion of Law and Equity Bill looming in the future shall be passed. Therefore, say we, abolish the office, and turn its commercial duties over to commercial administrators. Four new Vice Chancellors are wanted for the due discharge of the work of the court: four always in court, and four attending to their own work in chambers. A consolidation of all the courts and offices is also wanted. The annual charge for the Court of Chancery for both these objects would be probably between £30,000 and £40,000 a-year. All this amount, we are convinced, might be saved to the pockets of the suitors, by the proposals advocated in this and our former article. But whose duty is it to investigate them, and if they be found good to give effect to such proposals? At present it is no one's duty; therefore the true cure for all these defects seems to us to lie, in having all the courts of the kingdom placed under the superintendence of some permanent State department, equivalent to the Minister of Justice of the continental states, and to subject such department to Parliamentary control for the due discharge of its duties. The House of Commons once affirmed the principle of such a department; but its vote in this matter, with so many other good intentions, seems to have gone to help make the great tesselated pavement below which the proverb tells us of.

QUEEN'S COUNSEL IN COURTS OF EQUITY.

At a comparatively recent date, the Queen's Counsel practising in courts of equity came to an arrangement that each should select, and for the future confine his practice to, some particular court of first instance; and that he should not accept business elsewhere unless in a court of appeal, except upon being specially retained. This arrangement, if not suggested by solicitors, has certainly met with their approval, having been found very convenient in practice; and any return to the old system of leading counsel accepting business in every court, would now be regarded generally as altogether undesirable. In the great majority of cases—unlike the existing state of things in the courts of common law—a client in a chancery suit may feel pretty certain of having his leading counsel present during the entire hearing of his case; and this is entirely owing to the arrangement to which we have alluded. Indeed, so completely satisfactory has it been found in its operation, that it has been suggested whether some similar plan might not be adopted in the case of junior equity counsel in large practice; and it is by no means improbable that before long we shall find some of them following, in this respect, the example of gentlemen within the bar. There is no question that such a step on the part of juniors would be considered as advantageous to the interests of solicitors and their clients.

Our attention, however, has been called to the fact that of late there appears to be some disposition on the part of a few members of the inner bar to put an end to the arrangement so far as it affects them; and inasmuch as any considerable secession from the ranks of those who have acceded to it will probably have the effect of bringing about the old system, we desire to call the attention of our readers to the subject, and to invite their remarks upon it. In some few instances the arrangement is probably as convenient to leaders as it is to solicitors or suitors; for it can no more be agreeable to counsel to be compelled to rush about from court to court, than it is to their clients to see them desert their case at some critical moment. But there is no doubt that in the majority of instances, the arrangement in question operates with some severity upon Queen's Counsel who have not obtained the very first rank; and

unless the practice is universally adopted and carried out, it will probably soon be put an end to. There are, unquestionably, cases in which a too stringent enforcement of the rule might operate injuriously to suitors; as, for instance, where a case involved complicated questions, and the perusal by a new counsel of a mass of evidence or voluminous documents, with all of which a Queen's Counsel practising in some other branch of the Court was perfectly familiar. In such cases as these, however, we believe the usage has been to consider the rule not enforceable; and the practice has generally been to allow a counsel, notwithstanding his having taken silk, to practise in all the courts promiscuously in matters in which he might previously have been engaged as counsel.

THE LAW OF DOMICILE—EXECUTION OF WILLS.

[*By* William Neish, Esq., *Barrister-at-law.*]

A case of *Batten* v. *Bain* was argued the other day before Sir C. Cresswell, as Judge-Ordinary of the Probate Court, as to the validity of the will of the late Mr. Duncan Macdonald Chisholm, better known as "the Chisholm." The will was executed in 1855, in the English form,—the testator, though a Scotchman by birth with real estate there, having resided in England since infancy almost continually; and the question now arises, whether the will ought not to have been executed in the Scotch form. His lordship has taken time to consider his decision.

The question of domicile has been the occasion of a great amount of expensive litigation, especially of late years; and it has generally arisen in the case of Scotchmen who at an early period of life have left the country of their origin, and died in England or elsewhere after many years. I do not intend to discuss the general law, which is of great importance and great intricacy. It has been very ably treated by Mr. Justice Story of America, and other writers on international law, and it has formed the subject of many very able and interesting arguments in our courts,—particularly in the House of Lords. After all, however, the law remains in a very unsatisfactory state—so much so that the present Lord Chancellor, so late as 1857, stated in the House of Lords, that although he felt some interest in the matter, and had studied the law of domicile for forty years, he hardly knew in what country he was domiciled.

A person born in Scotland may have resided in England or elsewhere the greater part of his life—for forty years or longer—and yet retain his original domicile; and so it might be with an Englishman residing in Scotland or any foreign country during the greater part of his life. The domicile of origin remains until completely abandoned for another; and this fact is in every case to be ascertained according to circumstances. In a late case of *Yelverton* v. *Yelverton*, 8. W. R. 134, an Irishman of mature age, in the Queen's military service, was held not to have lost his Irish domicile, though he had left Ireland when 14 years of age, and had scarcely visited it since. Military officers proceeding to India are held to retain or to lose the domicile of their origin according as they are in the English or Indian service; formerly as they were in the service of the Queen or of the East India Company; and the only general rule is, that if a person has the *animus revertendi*, his employment, if public, not being incompatible with a mere temporary residence abroad, he remains of the domicile of his origin. In the consideration of all such questions, England and Scotland are to this day, unfortunately, as I think, regarded as foreign the one to the other; and they must remain so until a change is made by the Legislature.

The law of domicile, no doubt, is one requiring to be treated with much delicacy in any general measure of legislation, and it is difficult to find a simple and at the same time a comprehensive remedy for the evils of the present state of the law; but there is a course which, until there is a change of law, might be adopted in cases of doubt with the best results, and under which the litigation, or the greater part of it, in *Ommaney* v. *Bingham*, Ho. of Ls. 1796; *Hare* v. *Nasmyth*, 2 Add. 25; *Lord* v. *Colvin*, 7 W. R. 250, and numerous other cases, could not have arisen.

Unfortunately, the requisite formalities in executing wills are different by the laws of England and Scotland; and as the validity of the execution depends, so far as regards personalty, on the domicile of the testator, a will is operative or inoperative according as the testator is to be regarded as domiciled in the one country or the other. This is not as it ought to be; but until the laws of both countries are assimilated, the remedy in cases of doubt is simply to have the will executed in conformity with the laws of both countries; and this may be done by adding a few words to the testimonium, or testing clause. The Scotch testimonium and general mode of executing wills embraces all the requisites for the efficacy of a modern English will; but it contains something more, without which a will in Scotland is of no effect. The name and designation or addition of the person who writes or transcribes the will, and the names and designations or additions of the two witnesses to the execution of the will, must be inserted in the testimonium. To comply with these requisites would seem a very simple matter. The neglect to do so has led to a greater amount of litigation and misfortune than any one not conversant with the subject would suppose.

The law of Scotland, like the old law of England, before the Wills Act (1 Vict. c. 26), upholds wills written by the hand of the testator—or holograph, as they are called—without the attestation of any witnesses; and it allows minors of fourteen to make wills of personalty, which the modern law of England does not.

I have hitherto spoken of personal property only. In regard to realty, the *lex loci rei sitæ* prevails; and the law of Scotland requires, which the law of England does not, the use of certain technical language to make a valid devise: but this is beyond my present purpose.

1, *Paper-buildings, Temple, April* 20.

THE BANKRUPTCY AND INSOLVENCY BILL.

We are indebted to Mr. Albert Turner, of Aldermanbury, for the following observations on the clauses of the Bankruptcy and Insolvency Bill, referring to the Official Assignees.

Sects. 90 & 91.—Increase the power of official assignee, inasmuch as the Court may confer all the powers of creditors' assignee on official assignee before choice. The official assignee at present is restricted from selling or interfering with any of the bankrupt's property, except perishable goods, and then only under order of the commissioner.

Sect. 92.—Requires the official assignee to perform the duties of the messengers, and to find proper persons to take charge of the property.

Sect. 266.—This section orders that no inventory is to be made except ordered by the Court. The official assignee (being hereafter messenger) would no doubt, for his own protection, get the Court to order an inventory to be made; this would be an accession of power on the part of the official assignee, and in cases where the bankrupt is the petitioner the creditors would be without any control.

Sect. 100.—Empowers the creditors to appoint official creditor assignee. This section greatly increases the powers of the official assignee. The official assignee's duty is to attend at the choice of Assignees, and assist the Court as to the correctness of the proofs tendered; this is one of that officer's most important duties. By the Bill the official assignee would have the strongest motive (where he desired to be creditors' assignee) to improperly advise the Court as to the admission or rejection of proofs.

The official assignee being the choice custodian of the books and papers, would be thereby enabled to seek out the creditors, and canvass for the appointment of creditors' assignee, with a greater chance of success than any of the creditors.

Sect. 99.—At first sight this section appears to limit the income of the official assignees to £1,600 a year in London, but taken in connection with sections 100 and 260, it seems that the official assignee, when appointed creditors' assignee, would be entitled to remuneration beyond the £1,600; but, however this may be, it is inexpedient to let the official assignee be appointed creditors' assignee, because if he is only to be paid £1,600 for all the work he does, it is reasonable to presume that creditors will be only too glad to employ so efficient a person as an official assignee to manage their estates at a mere nominal charge; if this view of the case is correct, the result will be that the official assignees will have much more business in their offices than they could properly undertake.

Sect. 298.—Empowers the official assignee to prepare the balance sheet. This power the official assignee does not at present possess; the official assignee only reports to the commissioner in some of the courts; it is very desirable that the official assignee, or his clerks, should assist the bankrupt in preparing his accounts, and report to the Court; but certainly not if he

is to be nominated by the creditors, or it may be by the bankrupt's friends.

Sects. 432 & 433.—Enable the official assignee to be appointed trustee or inspector, and to be paid for his services.

Sect. 95.—Empowers the creditors to dispense altogether with the official assignee's services. The effect of this is that the creditors will lose the very great benefit they derive from the official assignee's services in collecting in the book debts.

The inconvenience of the system proposed is that an official assignee will have to be appointed in every estate, whose duty it will be to send out notices to the debtors to the estate to pay their debts *to him*, and in a few days afterwards, if such official assignee is not appointed creditors' assignee, the debtors will receive notice from the creditors' assignee to pay their debts to the latter.

The bankrupt's books and papers under such a system are first to be received and a list made of them by the official assignee, and, on the official assignee ceasing to act, they will be all handed over with moneys, &c., to the creditors' assignee, and a formal audit of the official assignee's account is to take place, and copies of such account to be sent to each creditor above £10.

The official assignee, although he ceases to have anything to do with the estate, is to assist the bankrupt in preparing his accounts. Where is he to get at the books? They may be at the creditors' assignee's.

Proposed Alterations of Clauses as to the Duties, &c., of Official Assignees.

No. 1.—The official assignee to be paid partly by salary out of Chief Registrar's funds, and partly by fees, the latter to be regulated upon a very moderate scale. Their incomes not to exceed £1,700 per annum in London, and £1,500 in the country, and not to be less in London than £1,000, or £800 in the country.

2.—To be appointed forthwith after adjudication in every estate.

3.—*On bankrupt's petition*—Official assignee to communicate with principal creditors as to the course to be adopted with regard to the possession of bankrupt's property, and the preparation of inventory, where necessary. *On creditors' petition*—Official assignee to consult with petitioning creditor. The order of the Court to be first obtained for the steps to be taken as to the protection and management of the estate.

4.—In all petitions for adjudication of bankruptcy, the books, papers, and documents, to remain in the custody of the official assignee, who shall receive and pay all monies until appointment of assignees.

5.—Official assignee to give notice through general post to creditors of first and all subsequent meetings, for proof of debts.

6.—In adjudications of bankruptcy, official assignee to collect in all the debts and summons debtors, the books being in his office for that purpose; the bankrupt required to attend there to give assistance in collecting in the debts.

7.—Official assignee and his clerks to assist the bankrupt in his statement of accounts for the Court, and to make report thereon to the Court when required.

8.—That the official assignee's name being used in actions should not render him *personally* liable for costs or damages.

9.—The official assignee not to interfere with the sale of the bankrupt's estate, or on the appointment of assignees, or the persons to be employed by them in the management or realization of the estate.

10.—The creditors' assignees to retain and employ their own solicitor, auctioneer, accountant, broker, &c.

11.—The Court to require every auctioneer, accountant or broker, so employed, to give such security as *the Court* may deem necessary.

12.—The official assignee to pay all monies into the Bank of England, and to withdraw same for necessary payments on account of estate until the choice, the cheques or orders being first countersigned by the registrar. After choice, the creditors' assignee or their agents to pay in all monies to the Bank of England, and to withdraw same, such cheques or orders to be countersigned by official assignee or registrar.

The creditors to be at liberty to retain the services of the official assignee (as official assignee only) after choice if desired.

13.—The creditors' assignee or their agents to render their receipts and payments on oath before the registrar at intervals, to be ordered by the Court.

14.—Copies of such accounts when audited to be sent by the official assignee through the general post to all creditors above £20 who have proved or claimed debts.

15.—All costs and charges of every description before payment to be taxed.

16.—On the 10th day after such accounts shall be sent to creditors, orders of discharge shall be granted to the creditors' assignee or their agents, if no application to the contrary is made in the interim to the Court by any creditor who has proved a debt of £20 or upwards.

Indisputable Policies.—The following is taken from Mr. Robertson's Letter to the Lord Chancellor, on the subject of Indisputable Life Policies:—

"I admit that, according to the terms of an *ordinary* contract of life assurance, as interpreted by well-recognised rules of law, our courts can arrive at no other conclusion than that of holding that the misrepresentation, in any important particular, of the person obtaining the policy, or of his agent, vitiates the contract, and therefore exonerates the office which granted the policy; and no reasonable man can object to the decision, taking into account the nature and terms of the stipulations between the parties to that contract. What I object to is, the fallacy that the contract *must be* after this fashion, or may not be at all. I know that where the untrue representations of a contracting party are the ground and inducement to another party to enter into a contract, the case is not one where the doctrine of *caveat emptor* applies. But the common mistake is to assume that the contract of life assurance must, to some extent at all events, be based upon the representations of the person whose life is proposed for assurance, or of the person proposing it, or of their agents. A man may agree to buy any article of merchandise either upon the express warranty of the seller, or he may be induced to enter into the agreement by some specific representations made by the seller, and in case of breach of the warranty, or the representations proving false, and his suffering any injury thereby, he can have his remedy; and this, it may be said, is just the same as, under similar circumstances, an assurance company is entitled to obtain. But the owner of merchandise may sell it, without making any such warranty or representation; the buyer may inspect the article for himself, and buy it relying merely upon his own judgment. An assurance office which grants indisputable policies, does the same thing. It is quite competent to assure the life of a person without assuming any statements made by him as the basis of the contract of assurance. If the office chooses to dispense with such statements, and to rely solely upon its own independent inquiries, for such information as it deems to be requisite for its safety, is there anything in law or in reason to forbid such a proceeding? Or, if the office chooses to apply for and receive such statements, and any other description of information, for their own guidance in judging of the proposed life for assurance; but does not make them a part of the contract or policy, or refer to them as the *basis* of the contract, is there anything in law or justice to prevent that office from granting an indisputable policy? But, says an objector, no office would think of granting a policy, without having an opportunity of putting questions to the person whose life was proposed to be assured, and to referees named by him; and that being so, the objector would say that it is impossible to grant a policy that may not be disputed, as the referees are *agents*, and misrepresentations of an agent are in law those of a principal. There is unquestionable force in this objection if referees are necessarily *agents*. By the practice of offices which grant *ordinary* policies, referees are treated as *agents*, and their answers to the questions put by the office are declared to be part of that information which is the *basis* of the contract. But it is quite otherwise in the practice of granting indisputable policies, where the referees may be applied to for information as to the proposed life, but they are not *agents* in a legal sense, and the information they give is not connected with any warranty. There is no legal necessity that referees should be *agents* either of 'the life,' or of the person who makes the proposal for assurance. In the case of *Wheelton* v. *Hardisty*, reported 5 W. Rep. 784, which was heard before the Court of Queen's Bench, it was distinctly held, that where a person insuring the life of a third party is, on negotiating the insurance, required merely to state his belief in the information furnished by the life and his referees, and the truth of *such information is not made the basis of the contract*, the party insuring is not affected by the fraud of these parties who furnished information; and I find the proposition of law established in the appeal to the Court of Exchequer Chamber (6 W. Rep. 539), when the law laid down to the jury by Lord Campbell at the original hearing of the case was affirmed."

The Courts, Appointments, Promotions, Vacancies, &c.

COURT OF COMMON COUNCIL.

THE SHERIFFS' COURT.

April 19.—A report was presented from the Law, Parliamentary, and City Courts Committee, recommending that the Bill recently introduced into Parliament, in accordance with a resolution of the Court, to amend the London City Small Debts Extension Act, 1852, should be withdrawn from the House of Lords, in consequence of the refusal of the chairman of committees there to receive it as a private Bill.

Instructions were given to withdraw the Bill in accordance with the terms of the report.

Parliament and Legislation.

HOUSE OF LORDS.

Tuesday, April 17.

CONSOLIDATION OF THE CRIMINAL LAW.

The LORD CHANCELLOR said that, early in the session, Bills had been introduced for the consolidation of the criminal law and other purposes, and, after being read the second time, it was determined that they should be referred to a select committee. Owing to the arrears of judicial business in that House, it had hitherto been impossible to proceed with the committee on those Bills; but that obstacle had happily been removed by the assiduous labours of the law lords. He had therefore, now to move the appointment of the select committee, and would be glad to have the co-operation of noble lords who were willing to serve upon it.

The motion was agreed to.

THE DIVORCE COURT.

The LORD CHANCELLOR, in moving the second reading of this Bill, said it had been introduced on the recommendation of his noble and learned friend (Lord Lyndhurst); and its object was to improve the procedure of the court. It was enacted by the Bill establishing the court that, as regards a very considerable portion of the business, the judge ordinary, sitting by himself, should have power to do all that could be done by that tribunal; but there were several matters that were reserved for what was called the full court, consisting of three members—the judge ordinary and two common law judges to assist him. There was great difficulty in obtaining this full court, the judges being so much occupied with the increased business in their own courts and at chambers, going circuit, and attending that House; and to meet this difficulty it was enacted that all the judges of the common law courts should be competent to act as justices of this tribunal, the number being thus raised to 17. But still this was found an inadequate arrangement. All the business that could be done by the judge ordinary sitting alone was speedily and satisfactorily disposed of, but that which required the attendance of three judges had fallen into arrear. Without the greatest inconvenience and interfering with the administration of justice in other Courts, it was found impossible to obtain the attendance of two common law judges to sit along with the judge ordinary in full court. It was therefore suggested by his noble friend (Lord Lyndhurst) that the proper course would be to enable the judge ordinary to do all that might be done by the full court, subject to an appeal, with authority at all times to call in another judge, or two other judges, at his discretion. He entirely concurred in thinking that was the best course that could be adopted. There was a great deal of the business now to be done exclusively by the full court that might be adequately performed by a single judge, and to insist on three judges was a mere waste of judicial power. There might be cases, no doubt, where a single judge would hesitate to pronounce sentence; but he might then call in the assistance of his brother judge in order to give such cases the fullest deliberation. He did not stand up for the doctrine maintained by some, that there should be only one judge for every tribunal. There were cases in which it was desirable to have assistance before pronouncing sentence. He himself, after long experience, shrunk on many occasions from determining important questions of law without the assistance of his brother judges; but there were other cases in which justice was satisfactorily administered by a single judge. Before this reform a single judge sitting in the Ecclesiastical Court pronounced a sentence that was effective. The analogy here was not indeed complete, because that was only a sentence for separation *a mensâ et thoro*, and did not dissolve the marriage tie. But there was another analogy which he thought would remove all difficulty. By the immemorial custom of this country a single judge presided at trials for life and death. At the assizes all over England capital cases were tried by a single judge, and tried satisfactorily; for this reason, that if he had any doubts or scruples he consulted his brother judge who was in the commission along with him, and he had this great additional resource that he could at all times reserve any question of law that arose for the solemn determination of all the judges. He thought they might safely place the same confidence in the Judge Ordinary of the Divorce Court. The learned person who now filled that high office had steered his course in a manner to give great satisfaction, and confer high benefit on the community; and, under this Bill, whenever he had the smallest reason to believe he might derive assistance in any particular case he would be enabled to call in assistance, and do what was necessary for the satisfactory settlement of the matter. The respondent sometimes did not appear at all in cases which came before the Court of Divorce, so that the arguments and the evidence in those instances were all on one side, there being no answer to the statements put forward by the other. In such cases the Bill gave authority to the Court to request the Queen's Proctor to instruct counsel to appear, so that both the parties to the suit might be represented. There was also another important point with which the Bill proposed to deal—the power of disposing of the property settled on the wife when a divorce took place on the ground of her adultery. That power did not under the existing law apply to executory settlements; but it seemed to him desirable that it should be so extended that the Court should have complete authority so to dispose of the property of the wife that the children of the marriage might suffer as little as possible by her misconduct. His lordship moved the second reading of the Bill.

Lord ST. LEONARDS contended that while the present judge ordinary had discharged the duties of his office with the utmost zeal and ability, the power which the Bill proposed to confer upon him was one which when the Divorce Court was originally established nobody would have deemed it expedient to intrust to a single judge. The effect of the Bill would, in his opinion, be to constitute that House again in practice the tribunal before which suits for divorce *à vinculo* would finally be decided, inasmuch as the decision of a single judge, however able he might be, would not carry with it that weight which now attached to the decisions of the full Court. Notwithstanding, however, that there were strong objections to the Bill upon that ground, as well as because of the mode in which it interfered with the subject of marriage settlements, he should not oppose the second reading.

Lord LYNDHURST said he wished briefly to call the attention of the House to the mode in which his noble and learned friend on the woolsack proposed to get rid of an admitted evil. Two years and a quarter had elapsed since the present Court of Divorce had been called into existence. During that period it had disposed of only 177 cases of divorce *à vinculo*, while 232 remained to be heard; so that at that rate it would take four years to dispose of the arrear of business with which it had to deal, before the expiration of which time new cases would have accumulated. What course, he would ask, was it under those circumstances desirable to take? A divorce *à vinculo matrimonii* depended upon the result of a trial for the offence of adultery, and such trials were, generally speaking, of a most simple character, and, for the most part, depended for their decision upon matters of fact. He might add that previous to the establishment of the Divorce Court, trials for *crim. con.*, which were of a similar character, took place before a single judge, and that no man could more satisfactorily deal with such questions than the learned judge by whom the business of the court was at present with so much zeal and ability transacted—cases involving points of the utmost difficulty, such, for instance, as the nullity of marriage. Divorce *à mensâ et thoro* used also to be disposed of before a single judge in the ecclesiastical courts, while in the equity courts the Master of the Rolls and the Vice-Chancellors sitting separately decided upon questions—subject to appeal—by which the rights of individuals with respect to vast amounts of property were affected. Questions of the utmost nicety in criminal law were decided by a single judge. Why, therefore, should they not trust the Judge of the Divorce Court to sit alone in deciding the cases which came before him? He hoped the Bill would be read a second time, unless any other measure

remedying the inconvenience to which he had adverted could be pointed out by the House.

After a few observations from Lord Cranworth, Lord Redesdale, and Earl Granville,

The Lord Chancellor replied, and the Bill was read a second time.

HOUSE OF COMMONS.

Tuesday, April 17.

Malicious Injuries to Property.

Mr. Paull moved for leave to bring in a Bill to amend an Act (7 & 8 Geo. 4, c. 30) relative to malicious injuries to property.

Leave was given to introduce the Bill, which was afterwards brought up and read a first time.

Petitions in favour of the Bill to amend the Law relating to Attorneys, Solicitors, &c., were presented by Mr. E. James, from the attorneys, &c., of the borough of Marylebone; by Mr. H. Berkeley, from the attorneys and solicitors of the Bristol Law Society; by Mr. Roupell, from attorneys and solicitors of the borough of Lambeth; by Mr. Clay, from the Hull Law Society; by Mr. J. Locke, from attorneys and solicitors practising in Southwark; by Major W. Stuart, from solicitors practising in Bedford; and by Captain Gray, from solicitors of Bolton.

Petitions were also presented by Mr. Somes, from nearly 500 inhabitants of the town and borough of Kingston-upon-Hull, and by Mr. Beecroft from the Leeds Chamber of Commerce, in favour of the Bankruptcy and Insolvency Bill, with amendments.

Wednesday, April 18.

Attorneys, &c.

Mr. Murray moved the second reading of this Bill. He said that during the last session a similar Bill passed the House of Lords, but in consequence of the pressure of business at the close of the session, it did not pass the House of Commons. At the commencement of the present session the hon. member for Southwark introduced a Bill on the same subject, omitting certain clauses which were in the Lords' Bill, but on the measure reaching the House of Lords it was thought desirable to bring in a new Bill comprehending the omitted clauses. The object of this Bill, of which he now moved the second reading, was to increase the respectability and educational qualifications of attorneys, solicitors, &c. The Bill would enable persons who had taken degrees at certain universities to be admitted as attorneys or solicitors after three years' service as articled clerks and after an examination. In like manner barristers, after leaving the bar and undergoing examination, might be admitted as attorneys and solicitors at the end of three years' service. One of the clauses provided that persons having been *bonâ fide* managing clerks to attorneys or solicitors for ten years might be admitted after three years' service. There were other clauses relating to the nature of the examination to be carried on, and likewise certain clauses which were proposed to be inserted in committee, having reference to the fees for the registrar's certificates. The Bill repealed the provision of the existing law which disqualified attorneys from being magistrates, but provided at the same time that no person should be a justice of the peace for any county where he carried on his practice. After observing that the Bill contained other clauses of a technical character, the hon. member concluded by moving the second reading of the Bill.

Mr. Knight thought the educational clauses of the Bill extremely good; but there were certain other clauses which, if the Bill should reach a committee, he should propose to omit. The Bill was in a very curious position. Last year it had come down from the Lords, but had been rejected on its merits. The hon. member for Southwark had brought in a Bill comprising the useful portions of the old Bill which had gone up to the other House. As to the Bill now proposed, he objected to give to a professional club the power of raising money, to be expended at their own discretion in punishing the misdeeds of their brethren. At present that club was supposed to exercise certain functions, and had no doubt prosecuted some small offenders, but the greater culprits, members of their own body, had not been prosecuted by them. There were other objectionable points in the proposed measure, and therefore he should move that the Bill be read a second time that day six months.

Mr. John Locke said the Bill, like that of last session, emanated from the Law Society; and he characterised it as a presumptuous attempt on their part to procure money by the taxation of the profession, and to obtain powers which they had no right to possess, and which had been denied them by an Act of Parliament. They had cunningly appropriated clauses from a measure which he (Mr. Locke) had attempted to pass through the House, designed to elevate the character and improve the position of attorneys; but they had so altered and mutilated those clauses as to destroy the fair and liberal effect he intended them to have, and, under the pretence of improving the educational status of the profession, they sought to obtain for it monstrous and intolerable powers over a client's property by way of lien. He (Mr. Locke), for example, had proposed in his measure to enable clerks to attorneys or solicitors, who had been such for ten years, to be admitted to practise on their own account after an additional service of three years; but the Law Society, by introducing the word "managing" before "clerks" in one of the clauses which they had taken from his Bill, endeavoured to restrict, if not altogether to destroy, the operation he had intended it to have. Again, clause 18 said an attorney should not act as a magistrate in a county in which he practised; but the absurdity of such a restriction was evident, for there were a thousand modes in which it might be evaded. Then clause 21 gave an attorney a lien for costs on whatever property he might have "recovered or preserved" for a client in a suit in any court of justice. He was at a loss to know what was meant by the term "preserved" in such a case; but, whatever it meant, he contended that the existing law of lien went quite far enough already, and he did not think the county gentlemen in that House would sanction such a proposition emanating from so suspicious a body as the Law Society in Chancery-lane, who might be supposed to have their own interests at heart, but not those of anybody else. It behoved the House to consider well the quarter from which the measure came, what its full effect would be, and what advantage there could be to the community at large in passing it, which would not be countervailed by the great danger of investing a body like the Law Society with the exercise of irresponsible power.

Mr. E. James said there were men of the highest character in the Incorporated Law Society, and he believed the society itself had done much to maintain the character and integrity of the profession; but he could not see on what ground they presumed to ask the House to empower them to tax the whole body of attorneys and solicitors. They absolutely sought power to tax every solicitor, who already paid 12 guineas a-year for his certificate, an additional sum of 5*s*., which would yield them a revenue of about £5,000 a-year, for the application of which they would be responsible to nobody. The society might occasionally be instrumental in bringing delinquent members of the profession to justice, but there was nothing in that or any other way which it was incumbent on them to do; and therefore it would be monstrous to give them such an irresponsible power of taxation. He contended also that the clause which precluded an attorney from acting as a magistrate for a county in which he practised might be easily evaded, and, that being so, it would be fatal to the administration of justice if attorneys were to be allowed to sit side by side on the bench with their clients, over whose property and interests they had often considerable power. Again, a more monstrous proposition was never made than that which gave attorneys a statutable lien for costs over any property which they might recover or "preserve" for a client in any suit before a judicial tribunal, seeing that an attorney had already a lien for costs on every deed and document in his possession belonging to a client. The tyranny implied in the proposition was further aggravated by the 19th clause, which provided that the amount of an attorney's bill certified on taxation was to carry interest if not paid within three months. The more respectable members of the profession did not desire such legislation in their interest; and they repudiated the attempt to obtain the exercise of a power over their clients' property for which they had never asked.

Mr. M. E. Smith said the Bill came before the House under very considerable authority—that of the Incorporated Law Society. It was, moreover, approved by the Lord Chancellor, and on all hands it was admitted that the educational clauses were worthy of approval. Certain objections had been taken to the Bill which could be dealt with in committee, and which ought not to stand in the way of the second reading. As to the clause entitling attorneys to charge interest, he did not see why they should not be paid interest on debts just as any class of tradesmen now were. It was of importance that attorneys, who were intrusted with a knowledge of the secrets and private concerns of their clients, should have the education and feelings of gentlemen; and to promote that object was the leading feature of the Bill.

Mr. OSBORNE thought solicitors had at present quite enough of protection without requiring the additional protection given to them by this Bill. There was a clause seriously affecting the certificated conveyancers, and if the Bill was allowed to proceed he hoped that clause would be made prospective, and not retrospective. There were other objectionable clauses, and unless they were assured that they would either be improved or withdrawn, the wisest thing the House could do would be to reject the Bill altogether.

Mr. A. MILLS hoped the House would agree to the second reading, and amend the objectionable clauses in committee.

Mr. LOWE said the hon. member for Truro asked why attorneys should not be allowed to charge interest the same as tradesmen. Attorneys had already the power to do just what tradesmen did; but the present Bill would enable them to charge interest without the knowledge of their clients, and without giving notice. If an attorney were to tell a client that he meant to charge interest upon his bill, the latter would probably go to another attorney; but under the present measure a bill might stand over for years, and the client, when he came to discharge it, would have a large sum to pay of which he knew nothing. Attorneys, he thought, could take very good care of themselves without the aid of this provision. He complained that the Bill which had been sent up from that House to the House of Lords, and which embodied all the clauses that everybody approved, had been hung up without being taken into consideration, and that now the House of Lords had sent down a Bill containing word for word the clauses already agreed to by that House, after having tacked to the other clauses which had no relation whatever to the matter in hand. He should vote against the second reading of the Bill.

Mr. BOVILL wished to remind the right hon. gentleman that the House of Lords had last session sent down a Bill containing a large proportion of the clauses in the measure now before the House. The present Bill had, he thought, been too much treated as the measure of the Incorporated Law Society, which was a very inadequate representation either of the Bill or the motives which had led to its adoption. Before it was introduced the subject had been very carefully considered by the judges, by the benchers of the Inns of Court, and by every branch of the legal profession, and as a whole the Bill might be said to have received the sanction of the profession, and to have come down to the House with the stamp of the approval of the law lords. Objections had been taken to the clause relative to certificated conveyancers; but he was authorised by his hon. friend (Mr. Murray) to say that he had no objection to the modification of this clause, so that it might refer only to persons admitted as certificated conveyancers "after the passing of the Bill." The Bill introduced general regulations for the education, the examination, and the qualification of attorneys. No one could object to these provisions; and the next question was whether there was to be a registration of attorneys. The medical profession enjoyed the advantage of having a record of every man belonging to it. But if a person wished to know whether any one was an attorney he had to search at two or three places in order to ascertain whether he was on the rolls and when he was admitted. Then, objections were taken to the registration fee of 5*s*. The Incorporated Law Society were registrars by law, but they had not the means of making this registration. The council of this society were gentlemen of eminence in their profession, who gave their time and services without pay or remuneration for the interests of the profession, while they at the same time conferred a great advanatge on the public at large. For himself, he should be prepared to recommend that funds, if necessary, should be placed at the disposal of the Incorporated Law Society, for the purpose of enabling it to purge the profession of its unworthy members. At present the Incorporated Law Society could not take the steps which the interests of the public required, for want of funds. When it was remembered that the stamp duty amounted to £120, no attorney would grudge the payment of a registration fee of 5*s*. The Bill then dealt with the costs of solicitors, which ought also to form part of a Bill embracing the general interests of the legal profession. If objections existed to this or any other detail of the Bill, they ought to be dealt with in committee. Objections were also started to the clause enabling solicitors to act as justices of the peace. He could easily imagine that in some districts of the country it would be for the public advantage that a gentleman of high standing in the profession should be in the commission. Take, for example, a London solicitor who might have a country seat in a remote part of Wales. The Bill only authorised the Lord Chancellor to place a solicitor in the commission of the peace, and that high legal functionary might, he thought, be safely entrusted with this power. He hoped that the House would give the Bill a second reading.

The SOLICITOR-GENERAL, considering that the Bill contained clauses that were excellent in themselves, while it also contained others which were equally objectionable, should vote for a second reading, reserving to himself the fullest liberty to seek to amend the Bill in committee.

Mr. HADFIELD strongly objected to giving £5,000 a year in fees to an irresponsible incorporated body. If registration were wanted, let the Government appoint proper officers to conduct it.

Mr. S. ESTCOURT complained of the extremely inconvenient and almost unconstitutional position in which the House of Commons had been placed in consequence of the conduct of the House of Lords in this matter. If they agreed to this measure, it would be the second Bill on the same subject passed by them in one session. The House of Lords ought to add any new clauses they wished to introduce to the Bill already passed by the House of Commons, instead of framing a fresh one. He suggested that the present Bill should be got rid of in order that their lordships might take that course.

Mr. DENMAN remarked, that the additional clauses referred to were not introduced into the former Bill in the House of Commons, simply because they were held to be too remotely connected with the subject, and such as ought to be incorporated in a separate measure. He thought the present Bill contained a great many good points and ought to be considered on its merits. It was inconsistent with the dignity of the House to enter too minutely into the history of the two measures.

Mr. HENLEY expressed his opinion, that it would not have been competent for the House of Lords to add the new clauses to the former Bill, because they were money clauses, and that there was, therefore, no reason for rejecting the Bill on the ground that the House of Commons had not been treated with sufficient consideration by the other House. He would vote for the second reading, but hoped the Bill would be modified in committee.

The House then divided,—

For the second reading	...	...	...	191
Against	...	...	...	29
Majority for the second reading			...	—162

The Bill was therefore read a second time.

Petitions in favour of the Attorneys and Solicitors, &c., Bill were presented by Mr. Cobbett, from attorneys and solicitors of Oldham; by Mr. Mowbray, from solicitors of Durham; by Mr. Collier, from the Law Society of Plymouth; by Mr. Wyvill, from the attorneys and solicitors of the borough of Richmond; by Captain Gladstone, from the solicitors of Devizes; by Mr. Murray, from the Incorporated Law Society; also from Winchester; Buckingham, and Dudley; and from the Metropolitan and Provincial Law Association; by Mr. Bovill, from attorneys and solicitors at Droitwich, Tavistock, Frome, Bradford (Yorkshire), and Cirencester; by Mr. Byng, from attorneys, solicitors, and conveyancers practising in the county of Middlesex; by Sir J. Shelley, from attorneys and solicitors practising in Westminster; by Sir S. Northcote, from attorneys and solicitors practising at Stamford; by Sir F. Kelly, from attorneys and solicitors of Beccles; and by Mr. Greenall, from attorneys and solicitors of Warrington.

Thursday, April 19,

ATTORNEYS, &c.

Petitions were presented in favour of this Bill from the attorneys and solicitors of Loughborough, Peterborough, Clitheroe, and East Surrey.

BANKRUPTCY AND INSOLVENCY.

A petition was also presented by Mr. Cave from certain inhabitants of Worthing, that local jurisdiction in bankruptcy might be given to the county courts.

PENDING MEASURES OF LEGISLATION.

TRUSTEES, MORTGAGEES, &c.

The following are the heads of a Bill which has been brought in by Lord Cranworth. Next week we shall print it *in extenso*.

Part I.—Powers of trustees for sale, &c., and trustees of renewable leaseholds.

Sect. 1. Trustees empowered to sell may sell in lots, and either by auction or private contract.

2. Sale may be made under special conditions, and trustees may buy in, &c.

3. Trustees empowered to sell may enfranchise copyholds, and grant licences to build or demise to copyhold tenants.
4. Trustees exercising power of sale, &c., empowered to convey.
5, 6. Moneys arising from sales, &c., to be laid out in other lands, or in payment of incumbrances.
7. Until purchase of lands, &c., money to be invested at interest.
8. Trustees of renewable leaseholds may renew.
9. Money for equality of exchange and for renewal of leases may be raised by mortgage, &c.
10. No sale, &c., to be made without consent of tenant for life, &c.
11. No persons other than those entitled under the settlement, &c., to be affected.

Part II.—Powers of Mortgagees.

12. Powers incident to mortgages.
13. Notice to be given before sale; but purchaser relieved from inquiry as to circumstances of sale.
14. Application of purchase-money.
15. Conveyance to the purchaser.
16. Owner of charge may call for title deeds and conveyance of legal estate.
17. Appointment of receiver.
18. Receiver to be the agent of the mortgagor.
19. Powers of receiver.
20. Receiver may be removed.
21. His poundage.
22. Receiver to insure if required.
23. Application of moneys received by him.
24. This part to relate to charges by way of mortgage only.

Part III.—Provisions as to investment of trust funds, appointment and powers of trustees and executors, &c.

25. On what securities trust funds may be invested.
26. Trustees may apply income of property of infants, &c., for their maintenance.
27. Provisions for appointment of new trustees on death, &c.
28. New trustee may be appointed where a trustee named in a will has died in lifetime of testator.
29. Trustee's receipts to be discharges.
30. Executors may compound, &c.

Part IV.—General Provisions.

31. Tenants for life, &c., may execute powers, notwithstanding incumbrances.
32. Powers, &c., hereby given may be negatived by express declaration.
33. Commencement of Act.
34. Act not to extend to Scotland.

NOTICES OF MOTION.

HOUSE OF COMMONS.

Friday, April 20.

Mr. Mellor.—Bill to remove doubts as to the eligibility of certain persons to be trustees of certain charities.

Mr. P. P. Bouverie.—Account of all sums paid into the Inland Revenue Office in Great Britain and Ireland for duty on insurances against fire, for the quarters ending severally the 25th day of March, the 24th day of June, the 29th day of September, and the 25th day of December, 1859, distinguishing the amount of allowance made to each office for collecting the same in the country and in London, Edinburgh, and Dublin, respectively, with the dates of such payment; together with an abstract showing the gross amount of duty collected in the year by each company.

The Board of Inland Revenue have given the following explanations in answer to some inquiries referring to the operation of the new Stamp Act:—"A bill drawn abroad remitted to this country is not liable to any stamp duty until it is negotiated within the kingdom or presented for payment. If a bill has been negotiated it has become liable to the duty which was payable at the time when it was first negotiated, and being at that time duly stamped it can become chargeable with no other duty either upon any further negotiation, or upon being presented for payment. But where a bill which arrived in the kingdom before the recent Act is retained without being negotiated, and therefore without being subject to any immediate charge of duty until after the passing of the Act 23 Vict. c. 15, it must, upon the first negotiation of it, or if it be not negotiated upon being presented for payment, be stamped with the duty imposed by that Act."

Recent Decisions.

[*Equity, by* J. Napier Higgins, Esq., *Barrister-at-Law; Common Law, by* James Stephen, Esq., *Barrister-at-Law.*]

EQUITY.

Company—Liability of Shareholders.

Re The Magdalena Steam Navigation Company, 8 W. R. 329.

After all that has been enacted and decided about the rights and liabilities of shareholders in companies, it still remains very much an open question as to how far they are protected in dealings between the company and strangers by their deed of settlement. Sir J. Stuart, V.C., in *Greenwood's case* (2 W. R. 210), and Lord Wensleydale, in *Ernest* v. *Nichols* (6 Ho. of Lds. 401), appear to regard the operation of the Joint Stock Companies Act, 7 & 8 Vict. c. 110, as being intended (amongst other things) to provide means by which individual shareholders might restrict their liability; and that the deed of settlement was required by the Act to be registered, to enable all parties dealing with the company to acquaint themselves with the stipulations contained in the deed. Other learned judges, however, have entertained different views as to the effect and operation of the statute in this respect, and there have been some decisions of late, which proceed upon a very different assumption as to the rights and liabilities of shareholders with regard to their deed of settlement. The question, whether strangers are or are not to be taken as affected by notice of the provisions of the deed of settlement, is certainly in a very unsatisfactory state at present upon the authorities. In the present case the deed provided that money might be raised upon debentures at an extraordinary general meeting of the company, by the resolution of at least two-thirds of the subscribed shareholders. Money was raised on debentures at an extraordinary general meeting, at which, however, the requisite number of shareholders were not present; but it was applied in payment of debts and liabilities of the company; and until its dissolution, which took place two years afterwards, interest was paid on debentures. Upon the winding-up, the question was as to the validity of these debentures. It appeared to be admitted that the deed went so far as to prohibit the raising of money upon debenture, except in the manner prescribed by the deed of settlement. Sir W. Wood, V.C., held that the sums of money advanced on issuing the debentures constituted a debt from the company; and this decision was altogether independent of the validity of the debentures. His Honour appears to have been of the opinion that a shareholder in a company was not in a position so different from that of a member of an ordinary partnership firm as he has generally hitherto been assumed to be. "Every person," says the Vice-Chancellor, "being a shareholder of the company, is put upon a course of inquiry as to the circumstances and application of the money;" and again, "if the shareholders were informed that the money had been raised for the benefit of the company, and had stood by for two years, it was much too late for them afterwards to raise this contest." It is obvious that all these questions of acts of directors *ultra vires*, and of the liability of shareholders in contravention of the stipulations contained in the deed of settlement, can never be satisfactorily determined, until the more abstract question as to how far, and in what respects, the deed is or is not notice to parties dealing with the company, has been first decided.

COMMON LAW.

County Courts—Residence of Plaintiff—9 & 10 Vict. c. 95, s. 128.

Kerr v. *Haynes*, 8 W. R., Q. B., 277.

The Court of Queen's Bench has here laid down an intelligible and reasonable rule for the construction of that provision of the principal County Court Act (9 & 10 Vict. c. 95, s. 128) by the effect of which (taken in connection with subsequent statutes) a plaintiff who otherwise must have sued in the district county court at the peril of having no costs, may sue if he pleases, without such peril, in one of the superior courts, provided always he "dwells" at the commencement of the action at a greater distance than twenty miles from the defendant.

The application of this provision has been repeatedly discussed. The present question was whether a plaintiff came within its protection who having within twenty miles of the defendant a house of business to which he resorted most days of the week and at which he occasionally slept, had nevertheless permanently established his wife and family at a residence beyond that distance, to which he himself went whenever an

opportunity occurred. The Court held, that under such circumstances the plaintiff must be considered as "dwelling" at the place in which he had established his family, the other residence being entirely subservient to the purposes of business, and for those alone. The Court added that it was unnecessary for them to consider whether a man might not have two dwelling places at the same time; but it is singular that their attention does not appear to have been drawn to a very recent case on this very subject in the Common Pleas (*Butler* v. *Ablewhite*, 7 W. R. 583), in which that Court held that where the plaintiff had several residences, he was entitled to rely on the circumstance of one of them being beyond the twenty miles. As already remarked, however, the present case establishes a useful and general rule, viz., that the possession of a shop or other place of business near to a debtor will not disentitle his creditor to costs if he sue him in a superior court, provided the family establishment be beyond the twenty miles limit.

LANDLORD AND TENANT, LAW OF—DISTRAINING GOODS OF STRANGER ON PREMISES.

Foulger v. *Taylor*, 8 W. R., Exch., 279.

In a previous volume* we noticed a decision of the Queen's Bench to the effect that a landlord's right to distrain the goods of a person other than his tenant which happen to be at the time of the distress on the demised premises, is limited to such goods as are free. For if prior to the distress the stranger's goods have been, for example, seized in execution under the process of a court of justice, they are *in custodiâ legis*, and are then no longer distrainable. This decision of the Queen's Bench has never been carried into a court of error, and is, therefore, not necessarily binding on the other superior courts; and hence the present case, in which the same question was presented for the decision of the Exchequer. By this last court it was observed, that though under the circumstances they might not be bound conclusively by the case in the Queen's Bench, yet that they would not depart from it without being very clearly convinced of its fallacy. But on the contrary, they thought the Queen's Bench was right. It is true that a stranger's goods on demised premises may be distrained for rent; but the stranger may previously remove them in any way he can, and at any time; and one way of removing them is to cause them to be seized in execution at the suit of a third party. "We do not feel disposed," concluded the Court, "to extend further then we are compelled to do, the undue hardship and anomaly that one man's property may be taken to pay another man's debt."

CONTRACT TO MARRY—PRE-ENGAGEMENT OF PLAINTIFF, NO DEFENCE.

Beachey v. *Brown*, 8 W. R., Q. B., 292.

It was but a few weeks ago that we had occasion to speak of the well known and curious case of *Hall* v. *Wright*,† which (being carried up to the House of Lords) elicited various and characteristic opinions from the common law judges with regard to the contract of marriage, which, however, they agreed in holding to be one that possesses incidents peculiar to itself. One of these peculiar incidents is that the incontinence of either of the parties is an answer to an action brought by the other to enforce it; but both the case of *Hall* v. *Wright* and the present one show that a defence of this nature,—namely, one relying upon circumstances arising after the contract was entered into, or on facts which, if known, would have prevented the contract from having been made,—is not encouraged by the law. It seems, in fact, to be confined to the single instance of unchastity; which, as was remarked by Chief Justice Cockburn in the present case, "goes to the root of all the domestic happiness in contemplation when the contract was made, and is sufficient to absolve from its performance." The particular fact relied upon by the defendant in the present action, was that the plaintiff at the time of the contract was also under contract to marry a third party; which fact was not disclosed to the defendant, as it should have been, and the effect of such disclosure would have been to have prevented him from contracting. A plea to this effect being demurred to was unanimously held to be bad by the Court of Queen's Bench.

Mr. Charles Henry Cooper, the Town-Clerk of Cambridge, is engaged, in conjunction with a relative, Mr. Thompson Cooper, upon a work entitled "Athenæ Cantabrigienses." The first volume has already appeared, and received high praise.

* See *Beard* v. *Knight*, *ante*, vol. ii. p. 305.
† Sup. p. 328.

Correspondence.

COPIES OF DOCUMENTS IN CHANCERY.

SIR,—Under the 36th Consolidated General Orders of the Court of Chancery, rules 3 & 4, the party or his solicitor requiring a copy of a document shall make written application for the same, with an undertaking to pay the proper charges.

It is the practice of the profession to apply either verbally for such copies or by letter, omitting the undertaking.

There are, I am sorry to say, disreputable members of our profession, who having in this manner obtained copies refuse to pay for them.

Can any of your readers inform me the proper course to be taken to enforce payment?

April 17. AN OLD SUBSCRIBER.

THE ACCOUNTANT-GENERAL'S OFFICE.

SIR,—I am sure that all the members of our profession must agree with the observations contained in the letter of your correspondent "F.", and in your article on the subject of the unnecessary and absurd arrangement of requiring the cheques issued by the Accountant-General to be countersigned by the registrars. The Accountant-General is highly paid, and has a large and efficient staff of clerks, and ought to be responsible for the correctness of the cheques he issues. The registrars ought to be attending to their legitimate duties in their own office, and not to be attending at that of the Accountant-General to prevent his making mistakes. This system of setting one office to guard against the possible mistakes of another does not lead to security, but to carelessness. I can speak from my own experience to the frequent annoyance and delay caused to the public by the present system; and I believe that our only hope of putting an end to it is by bringing the matter to the attention of the Lord Chancellor. We cannot hope at present to get at the real remedy—namely, the abolition of the office of the Accountant-General, and the transfer of the business to the Bank of England—as this would require an Act of Parliament; but I cannot doubt that the present Lord Chancellor would relieve us from this annoyance by at once issuing a short Order of Court abolishing the Order of the 27th of July, 1852, and directing that the signature of the registrars to the cheques issued by the Accountant-General should not in future be necessary. We may reasonably expect some opposition from the Accountant-General, and some difficulty raised under the Acts of 12 Geo. 1, c. 32, and 15 & 16 Vict. c. 87, s. 34; but as there is really not any substance in the objection, we may safely leave them to Lord Campbell's acuteness and decision. E.

The Provinces.

BIRMINGHAM.—The borough magistrates of Birmingham have almost admitted the mayor's official authority to occupy the chair at their meetings. At the opening of the last sessions, the mayor, fortified by the opinion given by the Home Office in his favour, referred to in our last impression, assumed possession of the chair, and declared that he did so of right. The magistrates, only six of whom were present, intimated through one of their number, that no opposition would be made to the mayor's presidency on that occasion, otherwise than by way of protest against it being conceded as a right. It was afterwards explained by another gentleman, that the magistrates, having only been allowed from Thursday to Monday for examining the Home Office opinion, had not been able to satisfy themselves respecting its conclusiveness. The opinion in question went into no matter of detail, it was merely to the effect that the law officers of the Crown thought the mayor entitled to take the chair.

Ireland.

THE LIEUTENANCY OF LONDONDERRY.—At the sitting of the Court of Chancery, on Tuesday last, Mr. Acheson Lyle, one of the Masters in Chancery, was duly sworn in as Lieutenant of the county and city of Londonderry, by Mr. Ralph Cusack, the Clerk of the Hanaper.

Foreign Tribunals and Jurisprudence.

Belgium. — The revision of the penal code in Belgium lately gave rise to a discussion of some length on the subject of workmen's strikes, the point at issue being — should such coalitions be permitted as in England, or punished as in France? A writer on the subject, in the *Constitutionnel*, declares himself opposed to the English system, which permits either masters or workmen to unite in combinations, provided they do not seek to coerce others. In France, before 1789, coalitions for trade purposes were not forbidden; but since that period the French legislation has been invariably severe in preventing any such perturbations in manufactures and general business. The first Constituent Assembly carried the reforms which Turgot had attempted, though ineffectually, to effect. All corporations were thrown open, and competition rendered free; but no coalition was permitted to impede the progress of industry. The article, after touching on those points, goes on to say:— 'But by the side of those great results, it was understood in 1789, as in 1810 and in 1832, and as it is also at the present time, that, in order to secure freedom of labour, the use of it must be regulated, and that industry, without ceasing to be free, must have its police. For that reason everything has been prescribed, which, under either one form or another, could infringe on that liberty, bring back the *régime* of monopoly, or cause a reminiscence of those corporate bodies for ever abolished. It was for that object that the Rural Code in 1791, and afterwards the Penal Code, classified in the list of misdemeanours the coalition of masters against workmen and of workmen against masters. Any plot or agreement for stopping labour on any point, or for imposing on it a restriction beyond the natural conditions of free competition, constitutes, when followed by execution, an act morally reprehensible, and one which the penal law has a right to incriminate and to punish. It may, it is true, be objected that coalition is only a kind of company, and an association of identical interests, and that it does not exceed the limits of individual right. But there is nothing more distinct than those two facts; association differing essentially from coalition, which always implies a moral violence, and an attack on the liberty of another." The writer then refers to the strikes which so frequently take place in England, and declares that they sometimes nearly resemble insurrection. What is known as the builder's strike in London lately lasted for several months, bringing extreme misery on the workmen, great loss on the employers, and serious injury on the public, from the vast amount of inconvenience caused. But no punishment is attached in England to such proceedings. Both masters and men have a perfect right there to enter into a coalition to change the existing conditions of labour, provided that violence, menace, and intimidation are avoided. It is in favour of this latter system that the Belgian Chamber has decided, permitting workmen to enter on strikes whenever they please, provided they do so peaceably. The writer in the *Constitutionnel* disapproves of that determination, and affirms that the French system works better than that which Belgium is about to commence.

Massachusetts.—The following form of oath, to be administered to legal gentlemen when admitted to the bar, passed the Massachusetts Senate by the vote of thirteen to three:— "You solemnly swear that you will do no falsehood, nor consent to the doing of any in court; you will not wittingly promote or sue any false, groundless, or unlawful suit, nor give your aid nor consent to the same; you will delay no man for lucre or malice; but you will conduct yourself in the office of an attorney within the courts according to the best of your knowledge and discretion, and with all good fidelity, as well to the courts as to your clients—So help you God."

Societies and Institutions.

SOLICITORS' BENEVOLENT ASSOCIATION.

The half-yearly general meeting of the members of this Association was held on Wednesday last, at the Law Institution; Mr. James Anderton in the chair.

The Secretary, Mr. Eiffe, read the notice convening the meeting; and the report and balance sheet were also read. The report was as follows:—

The directors have the pleasure to report that since the last general meeting there has been an accession to the society of 95 new members, of whom 44 are life members and 51 are annual.

The total number of the members of the society to this date is 715, of whom 253 are London practitioners, and 462 provincial. 344 are life members, and 371 are annual. 8 life members, in addition to their payment of ten guineas, are contributors likewise to the annual funds of the institution, by subscriptions of one and two guineas a year respectively. The society is also indebted to several members, and other gentlemen not members, for liberal donations to its funds.

An additional sum of £600 has been added to the invested capital of the society since the last general meeting, making the total amount of capital invested to the present date £3,600; and the amount of stock purchased and now standing in the names of the trustees £3,757 15*s.* 6*d.*

A balance of £176 0*s.* 7*d.* remains with the Temple Bar branch of the Union Bank of London, to the credit of the society's account.

The balance sheet of receipts and expenditure for the half year, the correctness of which has been investigated and certified by your auditors, is herewith submitted; and although a considerable outlay is unavoidable, in giving publicity to the society at its outset, the directors use their best endeavours to economise the funds entrusted to their charge. It will be seen, also, that owing to the kindness of the chairman and the liberality of the Incorporated Law Society, the rent of offices has been saved.

With a view to stimulate the provincial members and their friends, to use renewed exertions on behalf of the Association, by the establishment of local committees throughout the kingdom, a special circular upon the subject has been addressed to each provincial director; and it is hoped that when these committees have been organised, a valuable and efficient machinery will be set at work, for the successful promotion of the objects of the institution.

In conclusion, the directors venture to urge upon the members the necessity of zealous and unremitting endeavours to procure additional support; and upon their professional brethren in general, the duty of joining an Association founded upon principles of such mutual benevolence and usefulness.

The Chairman said he had great pleasure in meeting the members, who were assembled together for one of the noblest objects, namely, to subscribe for their poorer brethren; men with whom they might have associated, and for whom they might entertain the greatest respect and esteem, but who had not been so fortunate as others in the world. He regretted that out of so large a number of members of the profession, so few were associated with them. He would simply move the adoption of the report and accounts.

Mr. Thomas Harrison, deputy chairman, seconded the resolution, which passed unanimously.

Mr. E. T. Payne (of Bath) moved the first resolution, to the effect that the meeting was gratified with the favourable progress of the society, and pledged itself to unremitting exertion to procure additional support. He said the resolution required no observation to commend it to the support of the members present; because, in adopting it, they merely carried out that which they seemed to express upon first joining the Association. Taking each member as the centre of a circle, if he would only use his best endeavours within that circle, he felt sure that a great accession of numbers would accrue to the Association (hear, hear).

Mr. Young (Walters, Young, & Walters) seconded the motion, which was unanimously carried.

Mr. R. H. Giraud then rose in pursuance of his notice of motion, and said, at the last meeting of the Association, a question was raised as to the expediency of requiring an admission fee of a guinea from the annual subscribers. He had had experience with regard to similar institutions, and he was satisfied that the best friends of a charity were its annual subscribers. Gentlemen who put down their *ten* guineas as life subscribers, paid their money, and took no further interest in the matter; but the annual subscribers looked after the thing more, and supported it. Some people looked upon the Association as a mutual benefit society; he did not agree with that view. He considered it a charity limited to the members of the profession, and that it was not politic to throw any obstacle in the way of increasing their numbers. It appeared to him a strong argument for doing away with the admission fee, that, out of the large number of solicitors, the Association had, during the last six months, only got fifty-one new annual subscribers. It having been known that he was going to bring forward this motion, he had had conversation with several members of the profession, who had said they would have great pleasure in supporting the charity, but they would not pay a guinea for the privilege of being subscribers. Under these circumstances, he had brought forward the motion, feeling perfectly satisfied that by the abo-

lition of the guinea entrance fee, they would gain a considerable increase in numbers. Some difficulty might arise as to what should be done with those who had paid, of whom there were, perhaps, 300 or 400; but he was quite sure that those gentlemen would cheerfully acquiesce in any resolution the meeting might come to; but if it were thought that any injustice would be done to those gentlemen, it might be met by giving them credit for a guinea towards their additional subscription; he would, therefore, move:—"That the following words be omitted from rule 4:—'A payment of one guinea as an admission fee with.'"

Mr. J. S. Torr seconded the motion, from the conviction that the Association would benefit by the change. He thought that, looking at the mere loss of the guinea was taking a very narrow view of the subject, because, when the guinea was once paid, there was an end of it; whereas, if they increased in numbers, they got a permanent annual income. It had been the experience of the country members, that the admission fee prevented their obtaining subscribers; and he (Mr. Torr) could say, from his experience, that in London it had precisely the same effect, because there were many persons who would be willing to pay one guinea, but who would not pay two guineas. A question might arise as to whether they were acting justly towards those gentlemen who had already joined, and paid their entrance fee. It must be remembered that the society was not like an insurance society; those gentlemen gave their money to a charity, and it could not be imagined that they would ask for their guinea back again. No doubt, the question was a speculative one, as to whether the funds of the Association would be increased, or not, by abolishing the entrance fee; he believed that a large increase of numbers would be the result of the change proposed.

Mr. T. Kennedy said he should oppose the motion of Mr. Giraud, because it was contrary to the usages of associations of a similar description not to have an entrance fee. He believed the institution partook of the character of a mutual benefit society, and a charitable institution both, and, in either character, the objection of Mr. Giraud to the entrance fee fell to the ground. If they made it too easy to secure the benefits of the Association, they would have persons join with the immediate object of availing themselves of its funds; and if the guinea entrance fee were done away with, he felt sure they would not have that permanent list of subscribers which it was so desirable to secure.

Mr. S. Williams (Winter, Williams & Co.) said, it appeared to him that the arguments in favour of the motion were unsound, and that the arguments of Mr. Kennedy were sound. He thought the justice of the case required that the guinea should be retained as an entrance fee, otherwise a person, by paying a guinea only, would immediately participate in all the benefits of the Association, which was unjust. The society had now got a large fund invested, and it was, therefore, nothing but right that those who joined it should pay something for so doing

Mr. Avison (of Liverpool) believed that a large proportion of the gentlemen who became members, and subscribed to the Association, looked upon it purely as a charity, and that very few indeed had any idea at all that they were ever likely to receive any benefit from it. If application were made to a man he said, "Why should you ask me for a guinea entrance-fee to a charitable institution?" and he believed that if the resolution were carried, it would very considerably increase the number of members. He felt quite sure that very few of those, if any, who had already paid their two guineas, would wish to have their money returned.

Mr. W. C. Hall supported the motion of Mr. Giraud, with the conviction that it would tend greatly to increase the prosperity of the Association. He did not believe that solicitors could refuse to pay a guinea to a charitable association of the kind now advocated; but he did see how they might very well object to pay a guinea as a sort of toll. He would remove all obstacles to persons becoming members of the Association.

Mr. T. Harrison said he was extremely sorry the subject had been mooted, because he believed it would be mischievous to the Association. The very notice of the motion had already produced great mischief. The terms of the annual and life subscriptions were well considered, and he thought they should hesitate much before they departed from the principles upon which the society was formed. The effect of the notice of motion, of which Mr. Giraud gave notice in October last, had been to reduce the admission of subscribers to a very large extent. Another objection to the motion was, what they were to do with the 300 or 400 gentlemen who had already paid the admission fee of one guinea. Were they prepared to sell out some £400 or £500, and restore to those gentlemen the one guinea which they had already paid? They might fairly say they entered into the society upon the terms that every gentleman who became an annual subscriber should pay an admission fee of one guinea; but if those terms were altered, they had a right to have their money returned. The case of the life subscribers was similar; each paid his ten guineas upon the faith that gentlemen who became annual subscribers should pay an admission fee of one guinea. They would have a right to say, —"You have broken the fundamental rules of this Association; give us back our ten guineas, because, having done that, you may to-morrow reduce the subscription to 10*s.*, or to 5*s.*" What they wanted was, a permanent fund; and where was it to come from, if it was not from the entrance fees, coupled with the ten guineas life subscription? There were gentlemen who, in addition to their ten guineas, or their one guinea annually, had given donations; and they would have a right to say,—"We did it upon the faith of a [state of things which does not now exist, and therefore you must return some of it." What answer could the Association make? But looking at the thing as to its practical effect, he could assure the gentlemen present, from the very moment Mr. Giraud's motion appeared before the public, the admission of members had largely decreased.

Mr. Torr.—Is not that a very good reason for passing it?

Mr. Harrison.—I think the very reverse, because I think, in all communities, a constant change must be productive of evil.

Mr. Young was opposed to the motion, and he thought it had been rather injudiciously put forward. He considered it very unwise to be altering the regulations so soon, at any rate, if at all; and he did not think the objection to the one guinea admission fee had any real foundation. The members had been divided into two classes by gentlemen who had spoken; those who were anxious to contribute to the funds looking upon it in the character of a mutual benefit society, and those who contributed to it as a charity. Those who wished to enter looking at it as a benefit society, he did not consider were entitled to any consideration, or to ask that the Association should take off the guinea for their benefit. Those who came into the Association as a charity were men who voluntarily came forward in aid of their poorer brethren, and he could not believe that such men would be prevented from giving subscriptions to the society, when they were urged on by feelings of charity. At all events, if such persons objected to pay two guineas in order to constitute them members of the Association, and a guinea afterwards, or to pay ten guineas as a life subscription, the Association was open to receive donations, and they might give money as a donation. He did not believe that the retention of the guinea entrance fee would prevent the Association from obtaining the aid of subscribers at all.

Mr. Caparn (of Holbeach) said he had had experience of a similar institution in Lincolnshire, and he considered it desirable to take off the guinea entrance fee, for he knew that members of the Law Society of which he was a member in the country would not become members of the Solicitors' Benevolent Association, because they had to pay two guineas the first year. With regard to those who had already paid, he apprehended that they did not pay the money because they supposed the rules of the society were, like the laws of the Medes and Persians, never to be altered, because the rules of any association were subject to alteration by the majority of its members.

Mr. D. S. Bockett (Bockett, Son, & Barton) said, when he was asked to subscribe to the Association, he put down his name for a guinea; when the party came to him for his subscription, he asked for two guineas; he (Mr. Bockett) said:—"I give it to a charitable institution, and because I believe the charity worthy of being supported; but I do not like to pay one guinea for the honour of being allowed to pay another." He considered that the funds of the society would be greatly augmented if the entrance fee were done away with.

Mr. Sawbridge said that he was a life subscriber, and when he paid his ten guineas, he never considered whether any other gentleman paid his admission fee of a guinea or not. He simply did it to assist other members of the profession, and he considered it an unwise step to endeavour in any way to dam up the streams of charity.

Mr. C. A. Smith (of Greenwich) considered that if any alteration were to be made in the rules of a society it should be in the early stage of its existence; and entertaining, as he had done from the first, a very strong opinion as to the impolicy of the guinea entrance fee, he was very glad to have an opportunity of supporting Mr. Giraud's motion. It appeared to him that the guinea was both an unusual restriction on a charitable

institution, and extremely impolitic. As regarded those who had already paid, he should like to append to the resolution something to the effect that the annual subscribers should have the option of allowing the guinea which they had already subscribed to be considered as a donation, or have it credited to them as an annual subscription in advance; and that those who had paid two guineas would only have to pay up eight guineas to make them life subscribers, which, he believed, a great many would do.

Mr. Sidney Smith, jun., opposed the motion, because he conceived the guinea was very little for a man to pay for the benefits which he would afterwards obtain from the funds of the Association.

Mr. E. W. Field (Field & Roscoe) said, the difficulty in societies of this kind was, that persons would subscribe, knowing that they would immediately afterwards, as members, come upon the funds for relief; so that, by taking off the guinea, they would be letting in individuals who would have a priority of claim. It seemed to him, that it might be desirable to say that those who did not pay the entrance fee should not stand in the same position as those who had done so. It was quite clear that it would be much better for them to be in a position to take any money that anybody might give, provided it did not give a priority of claim over other people who might be considered more worthy. If the principle of reduction were admitted, they might go on decreasing the subscription to five shillings, and thereby let in persons who would have a priority of claim, which was undesirable.

Mr. W. Shaen said, considerable doubt existed as to whether any such priority as that alluded to by Mr. Field did exist. That would depend upon the interpretation that was put upon the second and sixth rules. The second rule was to the following effect:—"The objects of the Association shall be, to relieve such poor and necessitous members as may be incapacitated for business through bodily or mental infirmity, or other inevitable calamity, and their wives and families; and the poor and necessitous widows and families of deceased members; and *in special cases* parents or collateral relations of deceased members; and (where the state of the funds and the circumstances of the case appear to the directors to justify their so doing) to render pecuniary assistance to the widows and families of deceased attorneys, solicitors, and proctors, who were not members at the time of death." By that rule, under no circumstances were they entitled to relieve a living attorney who was a non-member. He believed that it was intended by Mr. Field, that there should be a discretionary power in the directors to relieve such men. Therefore, the question was, whether by becoming a member, and subscribing a guinea, a party obtained any priority over the only class of non-members contemplated by the rule, who were the widows and families of deceased non-members. The sixth rule was as follows:—"No person shall be relieved from the funds of the Association until after he shall have been a member for the space of two years, except under special circumstances, at the discretion of the directors." By that rule, the question was, whether under special circumstances, the directors had not the power of going into the merits of the case, and relieving the family of a non-member, if they liked. He believed they had that power; and although he came into the room with a very strong impression against Mr. Giraud's motion, he confessed that the arguments he had heard had gone a long way to convert him to it. It must be borne in mind that the directors did not, under any circumstances, pledge themselves to relieve all applicants; they only pledged themselves to administer such funds as were applicable for relief in the best way they could. It therefore came to a simple question of experience; and having heard what had fallen from those gentlemen who had exerted themselves most in canvassing for members, it did appear to him that the guinea admission fee restricted the money which would otherwise flow into their coffers.

After a few observations from Mr. Giraud, the motion was put, and carried by a majority of *three*.

The Chairman: I have not said anything about it, but I believe it to be right. (Hear, hear.)

Mr. W. Shaen moved, and Mr. Thomas Harrison seconded a motion to the effect that annual members should at any time be allowed to become life members by paying the difference between 10 guineas and the amount of the current year's subscription; which was unanimously carried.

On the motion of Mr. S. Williams, a vote of thanks was passed to the directors and auditors, for their services during the past half-year.

The Chairman having returned thanks, read a letter from the auditors, expressive of their approval of the mode in which Mr. Eiffe (the Secretary) kept the accounts.

Mr. Williams highly complimented Mr. Eiffe upon the manner in which he discharged his duties.

Mr. C. A. Smith (of Greenwich) then moved a vote of thanks to the Incorporated Law Society for granting the Association the use of their rooms, for the purpose of the monthly board meetings and the half-yearly meetings of the society.

The resolution was seconded by Mr. Caparn, of Holbeach, and passed by acclamation.

On the motion of Mr. Shaen, the directors were requested to consider whether it would be expedient to have an annual dinner, and, if possible, to arrange for one.

On the motion of Mr. Torr, a vote of thanks was unanimously passed to the Chairman for his conduct in the chair, and for giving the society the gratuitous use of an office in his house.

The Chairman briefly acknowledged the compliment, and the proceedings closed.

In the evening, the members and friends dined together at Radley's Hotel, New Bridge-street.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

Proceedings at the Thirteenth Annual General Meeting, held at the Incorporated Law Society's Hall, on Wednesday, April 18, 1860.

Mr. James Beaumont in the chair.

The Secretary read the report and the annual balance sheet.

Resolved—1. On the motion of the chairman, seconded by Mr. Anderson: "That the report of the committee of management be adopted, and that it be printed and circulated in the usual way."

Resolved—2. On the motion of Mr. C. A. Smith, of Greenwich, seconded by Mr. E. Bromley: "That the cordial thanks of the Association be presented to the committee of management for their labours during the past year."

Resolved—3. On the motion of Mr. E. T. Payne, of Bath, seconded by Mr. John Turner, of London: "That the following members of the association be elected the committee of management for the ensuing year:—Chairman: Mr. Kennedy. Deputy Chairmen: Mr. John Case, Maidstone; and Mr. Torr. Metropolitan Solicitors: Messrs. J. Anderton, E. S. Bailey, K. Barnes, J. Beaumont, W. Bell, E. Benham, G. Bower, T. H. Bower, J. Bridges, J. Burchell, E. F. Burton, H. C. Chilton, J. M. Clabon, W. S. Cookson, F. N. Dovey, C. Druce, T. Dry, E. W. Field, A. Hemsley, T. Kennedy, H. Lake, E. Lawrance, C. H. Lovell, C. J. Palmer, W. H. Palmer, W. Shaen, M.A., J. S. Torr, C. R. Williams, D. W. Wire, J. Young. Provincial Solicitors: Messrs. T. F. Champney, Beverley; A. Ryland, J. Rawlins, Birmingham; W. Kennett, H. Verrall, W. J. Williams, Brighton; A. Cox, J. Livett, H. S. Wasbrough, Bristol; J. Greene, J. Sparke, Bury St. Edmunds; T. Wilkinson, H. T. Sankey, Canterbury; J. Nanson, Carlisle; T. Coombs, Dorchester; H. New, Evesham; R. T. Brockman, Folkestone; J. Burrup, Gloucester; J. Rayner, Huddersfield; J. England, J. Hill, W. H. Moss, J. Saxelbye, R. Wells, Hull; S. B. Jackaman, Ipswich; H. Sanders, Kidderminster; J. Sharp, Lancaster; R. B. Armstrong, A. S. Field, Leamington; R. Barr, J. Bulmer, J. H. Shaw, Leeds; T. Avison, E. Banner, M. D. Lowndes, R. A. Payne, W. Radcliffe, J. J. Ridley, J. O. Watson, Liverpool; J. W. Danby, Lincoln; J. P. Aston, J. F. Beever, J. Crossley, S. Heelis, W. H. Partington, J. Street, J. Sudlow, G. Thorley, Manchester; J. Clayton, W. Crighton, Newcastle-upon-Tyne; T. Scriven, Northampton; Sir W. Foster, Bart., W. Skipper, Norwich; H. B. Campbell, R. Enfield, W. Hunt, Nottingham; W. Minchin, Portsea; E. Ball, Pershore; J. Peers, Ruthin; E. P. Kelsey, Salisbury; J. Broughall, Shrewsbury; H. Brown, Skipton; C. E. Deacon, Southampton; T. Burn, jun., Sunderland; E. J. Hayes, T. M. Whitehouse, Wolverhampton; C. Pidcock, J. Stallard, Worcester; E. J. Pickslay, Wakefield, W. Beamont, Warrington; T. Nicks, Warwick; T. Waters, Winchester; J. Lewis, Wrexham; T. Hodgson, G. Leeman, G. H. Seymour, York."

Resolved—4. On the motion of Mr. Kennedy, seconded by Mr. E. Benham: "That the best thanks of the Association be presented to Mr. E. Bromley and to Mr. A. P. Bower for their ervices as auditors."

Resolved—5. On the motion of Mr. W. Shaen, seconded by Mr. E. Benham: "That Mr. C. A. Smith, of Greenwich, and

Mr. J. Morris, be requested to accept the office of auditors for the ensuing year."

Resolved—6. On the motion of Mr. E. J. Pickslay, of Wakefield, seconded by Mr. Torr: "That the best thanks of this meeting be presented to Mr. Beaumont for his able conduct in the chair."

Review.

A Selection of Leading Cases on Mercantile and Maritime Law. With Notes. By Owen Davies Tudor, of the Middle Temple, Esq., Barrister-at-Law, Author of "A Selection of Leading Cases in Equity," &c. London: Maxwell.

The *lex mercatoria*, or custom of merchants, "however different," says Blackstone, "from the general rules of the common law, is yet engrafted into it, and made part of it." But, as a learned annotator puts it, although the laws relating to mercantile contracts are "as much general laws of the land as the laws relating to marriage or murder;" yet, "the expression has frequently led merchants to suppose that all their new fashions and devices immediately become the law of the land; a notion which perhaps has been too much encouraged by the Courts. Merchants ought to take their law from the Courts, and not the Courts from the Merchants." Such is also the view propounded a century ago by Mr. Justice Foster, when distinguishing between general customs which are a part of the common law, and local customs which are not. "This custom of merchants," says that learned judge, "is the general law of the kingdom, part of the common law, and therefore ought not to have been left to the jury after it had been already settled by judicial determination."

A very little consideration will show that the mercantile law of England offers peculiarly tempting materials to the philosophical jurist. On account of its origin, and by reason of the process of its development, no other branch of our law is so little interfered with by arbitrary distinctions, which are referable merely to antiquated theories, or to local disturbances. Before any rule can become part of the *lex mercatoria*, it must have the sanction of general custom, and also be deemed by the judges to be consistent with justice and public policy. While, therefore, our law-merchant is entirely empirical in its origin, it necessarily acquires scientific development and completeness; so that its principles thus obtained by the true Baconian induction, in their turn become themselves governing rules, giving their own character to modern usage. It is, no doubt, very much in these causes that we must seek an explanation of the fact that the *lex mercatoria* appears to be the only extensive branch of jurisprudence which bears such a general resemblance in all European countries, as to be capable of being constructed into a code. Whether this similarity arises from the fact that commerce is the locomotive of principles, and therefore that the laws of a great commercial state will find their way into whatever region the enterprise of its inhabitants may carry its commerce, or from the necessary analogy of circumstances, and from obvious convenience as demonstrable by experience, would be an inquiry not without interest to those who desire to claim for jurisprudence the dignity of a science. Of the rules of the *lex mercatoria* may be said, with a show of reason, what Montesquieu predicates somewhat too positively of all laws, that they are the necessary relations derived from the nature of things; which, in all the multiform transactions of trade, is very much alike.

Another reason why mercantile law possesses peculiar interest, is its importance in an international point of view. In no branch of general law are there pending at the present moment so many weighty questions requiring juristical solution. It is certain that some difficult problems affecting the foreign commerce of this country, which are now under discussion, can never be satisfactorily solved, upon any suggestions of temporary expediency, or except upon principles which have the sanction of jurists. Of these subjects, there need only be mentioned, the interesting questions relating to the liability of ship-owners in respect of collisions at sea; the use of fraudulent trade-marks in foreign countries; the law relating to foreign debtors; the reciprocal liabilities of firms, substantially the same, but carrying on business within different jurisdictions; the doctrine somewhat hastily established by the Paris Congress of 1856, viz., that the neutral flag made free goods, and that neutral goods, with the exception of contraband of war, are not liable to capture under an enemy's flag; and lastly, the still unsettled category of what constitutes contraband of war. These are all questionsto be decided not in an off-hand and perfunctory manner by diplomatists, upon views of policy or expediency; but after deliberation by jurists, upon principles acquired by the same process as that which gives us our municipal law. It is to Lord Stowel, and not to the diplomatists of the Congress of Vienna, that we are indebted for that system of admiralty law which up to the present has been almost the only part of international law of much interest to our mercantile community; and so it is to lawyers and not to ambassadors, that we must look for those Conventions of civilised states in respect of commerce, which are now demanded by its greater extension, and the amazing new variety of circumstances to which the wonders of modern discovery have given rise.

At the same time, inasmuch as the peculiarity of the *lex mercatoria* is—as we have already mentioned—that it was originally suggested by the experience of actual business, and first found its sanction in the custom of merchants, lawyers may well wait for suggestions from the mercantile community, before they undertake to declare what is or shall be the law applicable to any given state of circumstances in commerce. There are, at all events, those important questions to which we have particularly alluded, which might well be discussed by merchants, guided and assisted by the experience and learning of jurists. But we mean to say, that without such learning and assistance, merchants are no more capable of—indeed, there is reason why they should be less intrusted with—the settlemen of mercantile questions involving considerations of internationa law, than of those which do not.

In the volume now before us, both lawyers and merchants will find an invaluable epitome of the mercantile and maritime law of England; and those of the former who desire to be informed not only of the rules which constitute the *lex mercatoria*, but also the reasons of them, and to learn the manner in which it has grown up into an elaborate system of law out of sometimes ill-defined and not always very reasonable customs, will find here all that they need. In this volume of Leading Cases, Mr. Tudor has grouped together two general classes of authorities, which are indicated by the title of the work. It might, perhaps, have been advisable in some respects if he had given more complete effect to his intention of considering the maritime cases apart from those which related to general mercantile law, by dividing the work into two separate volumes. Although the great majority of important mercantile firms are interested in maritime questions, many of them are only so interested in an indirect manner; and there must be a great number of persons who would be very anxious to be instructed in law which might properly be arranged under one head, and not under the other. This, however, is more a publisher's or an author's, than a reviewer's question; and we shall not further advert to it.

Under the general division of maritime law, Mr. Tudor discusses, with his accustomed ability, the law of blockade, capture of enemy's goods on board neutral ships, recapture of property of allies, protection of neutral territory, colonial trade of enemy, right of visitation and search, bottomry rights, and hypothecation. In reference to these subjects, and indeed to whatever in any way relates to maritime law, Mr. Tudor has collected together every noticeable authority; and after the manner of his "Leading Cases in Equity" has grouped around the "principal" case, all the cases which have been subsequently reported. The plan of the late Mr. J. W. Smith's and of Mr. Tudor's Leading Cases is now too widely known to require any detailed description from us. Mr. J. W. Smith's "Leading Cases at Common Law" has long been known to every student and practitioner. Mr. Tudor's "Leading Cases in Equity" is as widely appreciated in this country, and has for years been a standard work in the United States of America, where we believe several editions of it have been published. We understand that a contemporaneous edition of the present work has been given to the American profession, and that already it has had an unusually large circulation in this country, which is by no means surprising, considering Mr. Tudor's reputation as a legal author, and also how well he deserves it. To undertake, in any important department of English law, to select from the vast multitude of reported cases such as are of prime importance, and to make them the starting points for a doctrinal excursus throughout the entire department, requires some peculiar qualifications. In the first place, the writer ought to be a good lawyer to decide, what cases are worthy of being considered to take the lead; not only in respect of the importance of the doctrines which they establish,

but of the subject matter to which the doctrines may be applicable. In the next place, many cases which are confessedly of special interest on account of their doctrine, have been decided only upon a numerical preponderance of judges' opinions; and the minority have expressed doubts, which, although they have been unable to reverse the doctrine, yet have not failed to be visible in their effects in the current of subsequent authority. It is the province of an editor of Leading Cases not only to collate decisions, to trace the later modifications and illustrations of a doctrine; but also to note how far its influence is limited, either by want of inherent authority, or by its doubtfulness in principle. A further necessary qualification for such a writer is the power of generalisation. Dr. Thomas Brown has defined all science to be but the classification of relations. Another writer says, that science is a power of prevision based on quantitative knowledge. Now, whoever undertakes to reduce into order and harmony any considerable province of law which may have hitherto been in an aboriginal condition, should bear in mind both these definitions. The classification of relations assumes a previous knowledge of the subjects to be classified, and—unless it be purely empirical—that it should proceed upon some principle, and not at hap-hazard. In such a work as we are now considering, this principle may involve a division or arrangement of subject matter either historically, chronologically, or logically; and either with a view to practical use, or to some preconceived theories. Topics may moreover, be treated simply in the light of authority, or of juridical science. Such a work may be little more than classification of actual results, without any attempt to exercise or impart to the reader that power of prevision which comes only from knowing the nature of things. It has been well said that there is no science of the Transitory; and amid the fluctuations of judicial opinion which characterise some important legal questions, an author who simply chronicles the confusion, at best, but indirectly and perhaps unconsciously, prepares the way for its removal. If the confusion is not apparent, he sometimes helps to perpetuate it, without intending to do so. Where he simply heaps together an indiscriminate mass of cases without any attempt at tracing their relations, he merely substitutes a text book for the more convenient though now antiquated, but honester, form of a digest. These observations are called forth by the contrast which the work before us presents to the majority of thase which now issue from the legal press. Mr. Tudor eminently possesses the power of classification, and of referring to general principles the abundant materials which are to be found scattered through reported cases. He never loses sight of the doctrine laid down by the principal case, in his attempt to trace it through its subsequent modifications. While no authority is too trivial for his notice, none are introduced or find themselves placed in a manner to perplex the reader. Chronology is regarded so far as it is convenient for the purpose of the doctrine under consideration; but the aim of the author generally is to trace the logical development of a principle rather than its history.

The general topics comprised under the comprehensive head of mercantile law in this book are as follows: general average, lien, partnership, trade marks, appropriation of payments, implied warranty, foreign contracts, adjustment of average, the characteristics of personal property, fraudulent preference, reputed ownership, sale in market overt, conversion of joint into separate estate, power of partner to bind his firm, dissolution of partnership, stoppage in transitu, &c. Some of these heads, it will be seen, are sufficiently extensive to justify separate treatises for each; and indeed we find that Mr. Tudor has treated one or two of them so much at length as to have done enough to have published what he has so done in a separate form. Thus under the general head of partner and partnership, we have 120 pages in which are treated at more or less length nearly every point of the law relating to partnership; as our readers may suppose when we tell them that there are thirteen pages in the index devoted to this subject alone. Again, under the head of bankruptcy, there is a very complete treatise on the law of reputed ownership and of fraudulent preference. The chief value of the book, however, will probably be found to be in the very able and accurate summary of Admiralty law which it contains. Now that the Court of Admiralty is open to the whole profession, these Leading Cases will, no doubt, soon be found in the hands of every lawyer desirous to practise before this tribunal.

Mr. Tudor has by this time pretty well exhausted the leading cases of our law reports. If he will only turn his attention to the misleading cases, he will discover a new field not unworthy of his labour. Meanwhile, law students will find it no easy matter to select so good a library in so small a number of volumes as those in which Mr. Tudor has discussed the main questions of Equity. Conveyancing, and Mercantile and Maritime Law. We can say nothing more in his favour than that his new work sustains his high reputation as a legal author.

Obituary.

HENRY SEYMOUR WESTMACOTT, ESQ.

The late Mr. Westmacott was son of Mr. George Westmacott, formerly at the head of the fire insurance department in Somerset House, and nephew of Sir Richard Westmacott, the eminent sculptor. Mr. Westmacott served his clerkship to Messrs. Rosser, of Gray's-inn. In 1834, he commenced practice in the same Inn, and afterwards became partner there with Mr. John Pinniger, who in the course of a few years relinquished the business to him. Mr. Westmacott subsequently removed to offices in John-street, Bedford-row, where business had for many years been carried on by Mr. Thomas Carr, and afterwards by that gentleman's nephews and successors, Messrs. Foster, who transferred their connection to Mr. Westmacott. At his office by day, and at his home far into the night, Mr. Westmacott laboured at his duties throughout his professional career, with a sustained intensity which has few parallels. He acquired considerable reputation by his successful conduct of litigation in France and England, by which the title of English heirs to the succession of the Baroness de Feuchères, valued at nearly half-a-million sterling, was established, and the property divided among the claimants. The extraordinary exertions made by Mr. Westmacott in prosecuting this suit, involving as they did the entire disregard both of his other engagements and of his health, were very ungratefully requited by those whom he had raised from poverty to affluence; and he was compelled to institute proceedings to enforce payment of his bills of costs. Soon after this litigation on his own account had been brought to a successful issue, Mr. Westmacott undertook another well-known cause, that of the unfortunate and ill-used Baron de Bode. The claim of this injured gentleman against the British Government was urged by Mr. Westmacott with the utmost vigour and pertinacity, both by proceedings before the Courts and by motions which he induced lords and members to make in Parliament. But the Government was determined, whatever might be the law or justice of the case, to resist the claim. The unusual proceeding by petition of right was conducted by Mr. Westmacott to a trial by jury in the full Court of Queen's Bench, and he obtained a verdict; but the subsequent decision of the judges was adverse to his client. A most eloquent exposition of the wrongs of the Baron de Bode was made in Parliament by Lord Lyndhurst, and it was made in vain. The grandfather of the present Baron was a feudal lord in Alsace, a territory which had been ceded by Germany to France, preserving all the rights of the nobility. Those rights were abolished, and the estates of the lords were confiscated and themselves driven into exile by the Revolution. On the restoration of the Bourbons, compensation for his share of these losses was demanded by the Baron de Bode, father of the present Baron, who was born in England; and a large amount was inscribed in the book of the national debt of France, to answer claimants, among whom the Baron de Bode asserted his right to rank. The money thus produced was administered by the British Government; and it was alleged that a sum of two or three hundred thousand pounds remained unapplied, and had been appropriated by the Government to some purpose wholly foreign to the objects of the fund. It was commonly stated in conversation that the money went to meet some of the extravagant expenses of George 4. The Baron de Bode, whose seigniory and estates in Alsace had been irrecoverably alienated in the Revolution, claimed that this balance of money should be paid to him to make good the spoliation of his inheritance. But the money had been spent either on the pleasures of George 4, or in some other way. At any rate it was gone, and no Chancellor of the Exchequer would, unless compelled, admit his obligation to refund it. Hence the Baron de Bode's case encountered equal obstacles, whether Whigs or Tories presided over the national expenditure. Mr. Westmacott laboured for several years with zeal, and not altogether without hope, in urging the Baron's claim; but after a vast expenditure of ability and energy, it was seen that there was no prospect of success. But if one task were finished or relinquished, Mr. Westmacott instantly threw himself with indefatigable industry into another. From the earliest days of his study of the law while under articles, to the com-

mencement of his fatal illness, he may be said to have worked as hard as he could, and to have had no holidays. From time to time illness compelled him to suspend his labours; but he returned to them always on the first recovery of tolerable health with increased energy. His strongest passion seems to have been the love of toil for its own sake. He had no children for whom to make provision, nor did he value money, or the enjoyments to be purchased with it, as was shown by his giving his time and thoughts so fully as he did to the Baron de Bode's case, where reward must at best have been distant and contingent. He worked originally from taste, and afterwards probably from habit, and he worked at all seasons and at all hours, without the least regard to the protests of nature or the warning voice of the physician. Thus, by the time he had attained fifty-one years of age, a good constitution was destroyed; the powers which he had spent so prodigally were exhausted; and a complication of diseases led through a long and painful illness to his death. The mournful event occurred on the 11th instant, in Gordon-square. Mr. Westmacott has left a widow and many attached friends to lament his untimely end. He afforded throughout life a remarkable example of a man whose principal happiness consisted in severe mental labour. It is sad to think that he ruined his health and shortened his career by his application. But although we may regret this excess of assiduity in business, no Englishman can fail to sympathise with an earnest energetic mind, whose life-long toil ended only with disease and death.

MONS. BETHMONT.

It is with regret that we have to record this week the death of this distinguished French advocate, who died on the 2nd instant, of apoplexy. Mons. Bethmont attained great eminence in the practice of his profession, and was twice elected *bâtonnier* of his order. The learned gentleman also formerly took a prominent position in political affairs, having sat in the House of Assembly as deputy for the Seine and Charente Inférieure, and also held the appointments of Minister of Justice and Vice-President of the Council of State. After the *coup d'état* in 1851, however, he retired from public life, and refused, again to take office under the government at that time constituted.

The New Stamp Act.

The Act imposing the new stamp duties has just been printed. There are fifteen sections and a schedule of the duties. Among the requirements is one to the effect that the person who shall make, sign, or issue any instrument chargeable with any of the duties of one penny and threepence is to affix an adhesive stamp, and cancel the same with his name or initials, and the date of the day and year on which he shall so write the same. Any person who refuses or neglects to do this, and any person receiving or taking the document without having a proper adhesive stamp, will be liable to a penalty of £20. A penalty is to be imposed on any person committing a fraud in relation to adhesive stamps. All former provisions under similar Acts are to apply to the new law, which new law comes at once into operation.

The Act received the Royal assent on the 3rd of April. Its style is 23 Vict. c. 15.

The Commissioners of Inland Revenue have given public notice that by the Act the following stamp duties are now payable:—

SCHEDULE.	DUTY.
AGREEMENT for a lease or tack of any lands, tenements, hereditaments, or heritable subjects for any term not exceeding seven years; and agreement, minute, or memorandum of agreement, containing the terms and conditions on which any lands, tenements, hereditaments, or heritable subjects are let, held, or occupied, for any such term as aforesaid.	The same duty as on a lease or tack for the term, rent, consideration, and conditions mentioned in such agreement, minute, or memorandum.
Provided that any lease or tack of the same lands, tenements, hereditaments, or heritable subjects afterwards made, in pursuance of and conformably to any such agreement, minute, or memorandum, which shall have actually paid the duty payable on such lease or tack as aforesaid, shall not be chargeable with any higher stamp duty than two shillings and sixpence, exclusive of progressive duty, notwithstanding any variations in the terms or conditions only, not affecting the stamp duty; and in any such case the lease or tack shall, if required for the sake of evidence, be stamped with a particular stamp for denoting or testifying the payment of the full and proper stamp duty on the agreement, minute, or memorandum on the same, and the agreement, minute, or memorandum being produced, and appearing to be executed or signed, and duly stamped in all other respects.	
AGREEMENT, or any minute or memorandum of an agreement, made in England or Ireland under hand only, or made in Scotland without any clause of registration, and not otherwise charged nor expressly exempted from all stamp duty, where the matter thereof shall be of the value of five pounds or upwards, whether the same shall be only evidence of a contract, or obligatory upon the parties from its being a written instrument; together with every schedule, receipt, or other matter put or endorsed thereon or annexed thereto	£ s. d. 0 0 6
And where the same shall contain 2,160 words or upwards, then for every entire quantity of 1,080 words contained therein over and above the first 1,080 words, a further progressive duty of	0 0 6
Provided always, that where divers letters shall be offered in evidence to prove any agreement between the parties who shall have written such letters, it shall be sufficient if any of such letters shall be stamped with a duty of one shilling, although the same shall in the whole contain any quantity of words exceeding 2,160.	
BILL OF EXCHANGE, draft, or order for the payment of money exceeding £4,000, now chargeable with the stamp duty of £2 5s.:	
For every £1,000 or part of £1,000 of the money thereby made payable	0 10 0
BILL OF EXCHANGE (Foreign) drawn in a set of three or more, for the payment of money exceeding £4,000, where every bill of the set is now chargeable with the stamp duty of fifteen shillings:	
Every bill of the set, for every £1,000 or part of £1,000 of the money thereby made payable	0 3 6
BILL OF EXCHANGE, DRAFT, or ORDER (Foreign) drawn or endorsed out of the United Kingdom for the payment of money on demand	The same duty as on an inland bill of exchange for the payment of money otherwise than on demand, according to the amount thereby made payable.
All bills, drafts, or orders for the payment by any banker or person acting as a banker, of any sum of money, though not made payable to the bearer or to order, and whether delivered to the payee or not; and all writings or documents entitling or intended to entitle any person whatever to the payment from or by any banker or person acting as a banker of any sum of money, whether the person to whom payment is to be made shall be named or designated therein or not, or whether the same shall be delivered to him or not, shall respectively be deemed to be bills, drafts, or orders for the payment of money chargeable with stamp duty, as if the same had been made payable to bearer or to order.	
Provided always, that any one document or writing, although directing the payment of several sums of money to different persons, shall be chargeable with stamp duty as one order only.	
EXEMPTIONS.	
Any draft or order drawn by any banker upon any other banker, not payable to bearer or to order, and used solely for the purpose of settling or clearing any account between such bankers.	
Any letter written by a banker to any other banker directing the payment of any sum of money, the same not being payable to bearer or to order, and such letter not being sent or delivered to the person to whom payment is to be made, or to any person on his behalf; and all warrants or orders for the payment of any annuity granted by the Commissioners for the Reduction of the National Debt, or for the payment of any dividend or interest on any share in the Government or Parliamentary stocks or funds, and all drafts or orders drawn by the Accountant-General of the Court of Chancery in England or Ireland, shall be exempt from all stamp duty.	
COPY.—Certified copy or extract of or from any registrar of births, baptisms, marriages, deaths, or burials	0 0 1

SCHEDULE.	DUTY.
The said duty to be paid by the person requiring any such copy or extract.	
EXEMPTIONS.	
Copies of entries of baptisms, marriages, and burials transmitted to the registrar of the diocese, in pursuance of the 52 Geo. 3, c. 146.	
Certified copies of registers sent by superintending registrars to the general registrar, in pursuance of the 6 & 7 Wm. 4, c. 86.	
And copies or extracts made or given under or in pursuance of the 7 Vict. c. 15, to amend the laws relating to labour in factories.	
COST BOOK MINES.—Any note, instrument, or writing requesting or authorising the purser or other officer of any mining company conducted on the cost book system to enter or register any transfer of any share or shares or part of a share in any mine; or any notice to such purser or officer of any such transfer	0 0 6
DECLARATION in lieu or in the nature of an affidavit, in any case where, if the same were an affidavit, it would be chargeable with any stamp duty.	The same duty as would be chargeable on such affidavit.
DELIVERY ORDER.—Any writing or document commonly called a delivery order, or by whatever name the same shall be designated, entitling or intended to entitle any person therein named, or his assigns, or the holder thereof, to the delivery of any goods, wares, or merchandise of the value of forty shillings or upwards, lying in any dock or port, or in any warehouse in which goods are stored or deposited on rent or hire, or upon any wharf, such writing or document being signed by or on behalf of the owner of such goods, wares, or merchandise, upon the sale or transfer of the property therein	0 0 1
DOCK WARRANT.—Any warrant or document commonly called a dock warrant, or any other writing or document, by whatever name the same shall be designated, which shall evidence the title of any person therein named, or his assigns, or the holder thereof, to the property in any goods, wares, or merchandise lying in any dock or warehouse or upon any wharf, such writing or document being signed or certified by or on behalf of the company or persons in whose custody such goods, wares, or merchandise may be	0 0 3
EXEMPTION.	
Any writing or document given by any inland carrier acknowledging the receipt of goods conveyed by such carrier.	
LETTER or POWER of ATTORNEY for the sale, transfer, or acceptance of any of the Government or Parliamentary stocks or funds not exceeding in value £20; or for the receipt of any sum of money, or any cheque, note, or draft for any sum of money not exceeding £20; or dividends or interest of any such stocks or funds, or any other periodical payments not exceeding the annual sum of £10.....	0 5 0

Admission of Attorneys.

Queen's Bench.

NOTICES OF ADMISSION.

In and on the Last Day of Easter Term, 1860.

[The clerks' names appear in small capitals, and the attorneys to whom articled follow in ordinary type.]

CANNING, JOHN SAMUEL.—Edwin Thompson Groves, Birmingham.
ELDRED, CHARLES JOSEPH.—J. T. Grover, Great James-street.
HINDES, THOMAS.—C. Frost, Kingston-upon-Hull.
LAING, JOHN FENWICK.—T. C. Lietch, North Shields.
MARSHALL, BENJAMIN JOHN.—J. H. Marshall, Hatton-garden.
MARSHALL, EDWARD FIELD.—J. H. Marshall, Hatton-garden.
PARKER, GEORGE BASS.—G. J. Huson, King-street.

Last Day of Easter Term, 1860.

BARNARD, JOSEPH GEORGE.—G. E. Williams, Cheltenham.
BEARPARK, JOHN.—W. P. Parkinson, York.
BESSONET, JAMES.—R. Armitstead, Bolton-le-Moors.
BOYNS, EDWYN STEPHEN.— J. Roscarla, Penzance.
BRUCE, GEORGE AMBROSE.—C. Ford, Bloomsbury-square.
BURDITT, WALTER FREDERICK.—F. Baker, Derby.
CHILTON, G. HORACE DAVID.—J. Chilton, Liverpool.
CLARKE, WILLIAM BENJAMIN.—E. R. Palmer, Great Yarmouth.
CLAYTON, NATHANIEL GEORGE.—W. S. Cookson, New-square, Lincoln's-inn.
DAVY, GEORGE BOUTFLOWER.—H. Davy, Ottery St. Mary; T. Westall, South-square, Gray's-inn.
DRAKE, ARTHUR CRANCH.—T. E. Drake, Exeter.
FORD, WHARTON.—M. Ford, Lincoln's-inn-fields.
FULLAGAR, LEWIS GREENE.—J. E. Fullagar, Lewes.
GAMES, GEORGE.—W. Games, Brecon.
GARRETT, RICHARD EYDON.—W. P. Scott, Lincoln's-inn-fields.
GRANT, JAMES.—J. J. Jebb, Boston.
HAWKINS, FREDERIC CHARLES.—J. W. Hawkins, New Boswell-court.
HAWLEY, GEORGE HULME.—J. Challinor, Leek.
LOGAN, ALEXANDER CROSBY.—J. S. Robinson, Sunderland.
MOORE, HENRY REGINALD.—J. T. Tenney, Kingston-upon-Hull.
PARKER, HENRY WILLIAM.—G. Marshall, Berwick-upon-Tweed; R. Jackson, Rochdale.
PEMBERTON, HENRY LEIGH.—E. L. Pemberton, Whitehall-place.
POTTER, THOMAS.—T. Williams, Cheltenham.
ROMNEY, CHURCHILL.—A. Sproule, Tewkesbury; C. W. Moore, Tewkesbury.
ROWLAND, FREDERICK BROWNE.—W. Rowland, Ramsbury; H. Richards, Croydon.
SPANTON, ALFRED.—Coulton and Beloe, Lynn.
TAYLOR, WILLIAM.—C. T. Darwall, Walsall.
THOMPSON, GEORGE.—N. P. Kell, Battle.
WEBB, JOHN.—A. Simcox, Birmingham; W. Flux, Ironmonger-lane, London; W. S. Poole, Kenilworth.

APPLICATIONS FOR RE-ADMISSION.

Last Day of Easter Term, 1860.

BOWER, JOHN, Bryn Helen, Carnarvon.
RAE, JOSEPH JOHN, 29, Stoke Newington-green.

Last Day of Trinity Term, 1860.

BOWER, JOHN, Bryn Helen, Carnarvon.
ROBINS, RICHARD JOHN SALTREN, 5, Warwick-court, Holborn; Genans, Cornwall.

TAKING OUT AND RENEWAL OF ATTORNEYS' CERTIFICATES.

April 24, 1860.

DAWSON, JOHN HUNTINGDON, 101, Gloucester-place; and Trafalgar-cottage, Kentish-town.

Last Day of Easter Term, 1860.

BOWDEN, JAMES, Langharne, Carmarthen.
DAWSON, JOHN HUNTINGDON, 101, Gloucester-place; and Trafalgar-cottage, Kentish-town.

May 9, 1860.

BEALES, JOHN EDWARD, 47, York-street, Portman-square; Aldershott; and Portsmouth.
BENBOW, EDWARD, Plymouth; and 19, Ironmonger-lane, City.
BRIDGER, WILLIAM, Guilford.
BULLOCK, JAMES TROWER, Datchet, Bucks.
DEMEDEWE, DANIEL CHARLES, 2, Stafford-place, Brixton; Burnt Island, Fife; 3, Charlotte-place, Upper Kenington-lane.
EALES, RICHARD, Keswick, Cumberland.
FOGG, WILLIAM, Greenheys, Chorlton-upon-Medlock.
GUMMER, STEPHEN HENRY, Chester.
JENKINS, REES, Newton, Glamorgan.
LORYMER, WILLIAM TINDAL, Newport, Monmouth.
MARES, CHARLES, 5, Billiter-square.
MARSHALL, GEORGE, 6, South-square, Gray's-inn; and St. Swithin's-lane.
MORTON, ALEXANDER HENRY, 11, New Palace-yard.
PLUMMER, WILLIAM, Canterbury.
SCOTT, JAMES, 16, Gresham-street, City; and Plumstead.
SMITH, EDWARD GEORGE, Bath.
STORY, JOHN SAMUEL, 39A, Bedford-square.
VALLINGS, HENRY, St. Mildred's-court, City.
WORKMAN, WINDOVER, 37, Frederick-street, Gray's-inn road; Basingstoke; and Gravesend.

A PRUDENT WITNESS.—At the Norfolk assizes a ludicrous incident occurred in a will case which occupied the court for two days. One of the witnesses on behalf of the plaintiff was Mr. C. F. Gale, solicitor, of Cheltenham, who, on being called, declined to answer any questions until he had received his expenses—viz., £3 3s. per day for loss of time, and travelling charges at 1s. per mile. Mr. Gale stated that he had passed

six days in Norwich, waiting for the case to come before the court, and he claimed £29 12s., of which he had received £5 on account before leaving home. The Associate said the witness could only claim £1 1s. per day, and his actual travelling charges. Mr. Gale claimed £3 3s. per day when he was away from home. The Court decided that he was entitled to receive £1 1s. per day for eight days, and his travelling expenses, including an allowance of £6 for railway fares, altogether about £16. As no offer was made for payment at the moment, Mr. Gale was directed to leave the box, and another witness was called. Shortly afterwards he was again brought forward for examination, upon which he raised the objection that he was still unpaid. After some little delay, a cheque for the amount due to the witness was handed to him, and he then consented to be examined. He was then asked whether he had made any communication to Mr. Hamilton, his town agent, with reference to the will, the validity of which was disputed. He said he believed he had not, and Mr. Hamilton did not recollect anything being said on the subject. Mr. Serjeant Parry then, amid much laughter, observed that he supposed the witness could not afford any information on the matter; to which he replied, "I told them I could not tell them anything about it when they subpœnaed me to Norwich."

Changes in Stamp Laws.—It has been long contended that it is not fitting it should remain the function of the Board of Inland Revenue to interpret Acts of Parliament levying new taxes, and the commercial community should insist upon points in doubt being referred to the law courts, by whom alone that power can be efficiently and impartially exercised. Looking at the sums paid to the legal personages employed by the Government, it is disgraceful that Acts relating to the simplest fiscal matters are rarely drawn up in a manner to be intelligible even to the most experienced.

Local Taxation.—A return was issued on Monday, showing the amount annually collected of rates, tolls, and dues in the United Kingdom, so far as the same can be ascertained from existing returns. The totals are:—England and Wales, £11,613,363; Scotland, £1,285,480; Ireland, £1,729,683; United Kingdom light dues, £273,570; making in all, as far as the same has been ascertained, £14,902,096.

The will and codicil of the late Sir William Henry Watson, one of the Barons of her Majesty's Court of Exchequer, have just been proved in the London Court by his son. John William Watson, Esq., and the personalty sworn under £50,000. The will is very short, and written entirely in his own handwriting, but without date, though it is known to have been made on or about the 31st of August, 1850. This codicil is dated the 15th of October, 1859. He leaves his law books to his son John William, and all his other books to his son William Henry (to whom he also leaves his Bermuda medal, sword, and guns (Sir William was formerly in the army in India), and also his watch. The residue of his property he leaves as follows:—One moiety to his son John absolutely; and as to the other moiety, he directs that the principal be invested, and the interest and dividends arising therefrom be paid to his wife for her life, and at her decease the principal become the property of his said son William Henry, absolutely. He has left to his clerk, John Lancelly, if with him at the time of his death, a legacy of £300. The witnesses to the will are J. E. Buller, 56, Lincoln's Inn-fields; and R. S. Sutton, his clerk.

An interesting report has just been prepared in illustration of the operations of the Reformatory School at Harlow, Essex, in which Mr. Perry Watlington, M.P., takes an active interest. It appears that on the 30th September, 1858, there were nineteen boys in the school, and that in the fifteen months ending Dec. 31, 1859, eight more had been admitted. The present number in the school is twenty-one, two having been discharged under Secretary of State's order, and two others in consequence of the expiration of their sentences, while one was committed to prison for absconding and another transferred to Castle Howard Reformatory. The two boys discharged under the Secretary of State's orders were assisted to emigrate, one to Canada and the other to New York. During the summer months seven hours a day are devoted to labour in the fields, and 2½ hours to school work; while during the winter 5½ hours are given to the former occupation, and three to the latter. About thirty-three acres are now under spade cultivation, of which 17¼ acres were cropped last season; of the remaining 15¾ acres six were fallowed, and 9¾ acres have been recently taken into cultivation. The yield was very satisfactory, and the managers calculate that there is a balance of £97 in favour of their farming operations during the year ending December 31, 1859. The managers propose to devote a considerable portion of their land to the growth of agricultural seeds, the cultivation and preparation of such a crop being likely to afford suitable employment for the kind of labour at their command. The conduct of the boys has been very variable; for weeks they have behaved with the greatest propriety, and then without any cause they have occasionally become wayward and troublesome in the extreme. During the past year there were six attempts at escape. The report adds an interesting fact incidentally, viz., that last year the amount collected from parents of children detained in reformatories in various parts of the kingdom was £1,153, and that while in 1856, 10,684 boys under sixteen were committed in England and Wales, in 1858 the total had fallen to 7,859.

Court Papers.

Court of Chancery.

SITTINGS.—Easter Term, 1860.

Lord Chancellor.

Lincoln's-inn.

Monday, May 7...Petitions and Appeals.
Tuesday..... 8...Appeal Motions and Appeals.

Notice.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

Master of the Rolls.

Chancery-lane.

Monday, May 7...General Paper.
Tuesday..... 8...Motions.

N.B.—Short Causes, Short Claims, Consent Causes, Petitions, and Claims, every *Saturday*. The Unopposed Petitions will be taken first, and such petitions must be presented and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

Lords Justices.

Lincoln's-inn.

Monday, May 7...Appeals.
Tuesday..... 8...Appeal Motions and Appeals.

Notice.—The days (if any) on which the Lords Justices shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

Vice-Chancellor Sir Richard T. Kindersley.

Lincoln's-inn.

Monday, May 7...Remaining Petitions and General Paper.
Tuesday..... 8...Motions and General Paper.

Vice-Chancellor Sir John Stuart.

Lincoln's-inn.

Monday, May 7...Remaining Petitions and General Paper.
Tuesday..... 8...Motions.

Vice-Chancellor Sir W. P. Wood.

Lincoln's-inn.

Monday, May 7...Remaining Petitions and General Paper.
Tuesday..... 8...Motions and General Paper.

Queen's Bench.

NEW CASES.—Easter Term, 1860.

SPECIAL PAPER.

Sp. Case.	Edwards and Another v. Harlock.
Dem.	Edwards and Another v. Harlock.
Sp. Case.	Smith v. Mundy.
Dem.	Sichell v. Watson (stands over until defendant has pleaded to amended declaration).
"	Pearson v. Lowndes.
Sp. Case.	Ward and Another v. The South Eastern Railway Company.

Common Pleas.

NEW CASES.—Easter Term, 1860.

DEMURRER PAPER.

Dem.	Swindell and Another v. The Birmingham Canal Navigation Company.
Case by order.	Furnivall v. Grove.
"	Townsend v. Crowdy.
Dem.	Groux's Improved Soap Company v. Cooper, Administratrix, &c.
"	Bonsall v. Bonsall.

App. from Just.	Morton, Appellant; Bramner, Respondent.
Dem.	Richardson v. Nash.
"	Cobham v. Holcombe.
"	Thornhill and Another v. Neats.

Exchequer of Pleas.

NEW CASES.—Easter Term, 1860.

SPECIAL PAPER.

Sp. Case.	Addenbrooke and Others v. Ramage, Secretary, &c.
"	The Hull Flax and Cotton Mill Company v. Wellesley.
Dem.	The Hull Flax and Cotton Mill Company v. Wellesley.
"	Allsopp and Wife v. Allsopp.
Appeal.	Bosson v. Cowmeadow and Another.
Dem.	Hazard v. Mare.
Appeal.	Hudson, Respondent; Short, Appellant.
"	Bennett, Respondent; Hodges, Appellant.
Dem.	Wright v. Wright.
Sp. Case.	Hooper v. The Accidental Death Insurance Company.
Dem.	Rutter and Another v. Angell.
Sp. Case.	Bruce and Another v. Helliwell.

Exchequer Chamber.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

Queen's Bench.

Wednesday, May 9 | Thursday, May 10.

Exchequer of Pleas.

Friday, May 11 | Saturday, May 12.

Monday, May 14.

The Errors from the Common Pleas will be taken on Tuesday, the 15th May, if any are set down.

Court of Probate,

AND

Court for Divorce and Matrimonial Causes.

SITTINGS IN EASTER TERM, 1860.

Tuesday,	April 17	Saturday,	April 21
Thursday	" 19	Monday	" 23
Friday	" 20	Tuesday	" 24

The full court for Divorce and Matrimonial Causes will sit at Westminster, at 11 o'clock.

On 26th, 27th, and 28th April, for trial of cases without a jury.

On 30th April, for trial of cases with a special jury.

On the 3rd, 4th, and 5th May, for the trial of cases with common juries.

On the 7th May and following days (except Wednesdays) until further notice, the Judge of the Court of Probate will try probate causes with special and common juries.

The Court will sit at Westminster, at 11 o'clock, except on Wednesday, when the Judge will sit in Chambers at 11 o'clock, and in Court, to hear motions, at 12 o'clock.

Papers for motions to be left with the Clerk of the Papers, before two o'clock on Fridays.

Births, Marriages, and Deaths.

BIRTHS.

FEATHERSTON—On April 14, the wife of William H. Featherston, Esq., Barrister-at-Law, Dublin, of a son.

FURNISS—On April 12, the wife of Thomas S. Furniss, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

CONSTABLE—RIDDELL—On April 12, James Charles Constable, Esq., of Cally, Perthshire, to Jane Anna, eldest daughter of Robert Riddell, Esq., advocate.

MIDDLETON—HARVEY—On April 12, at the parish church of Egham, Surrey, by the Rev. Charles W. Furze, M.A., Thomas Alfred Middleton, Esq., Solicitor, of Bridgend, Glamorganshire, to Elinor, only daughter of Thomas Harvey, Esq., Solicitor, of Egham.

NORTON—GOULD—On April 11, Selby Norton, M.D., youngest son of Silas Norton, Esq., of Town Malling, to Ann Eliza, only daughter of Henry Murton Gould, of Wateringbury.

SAMLER—CHAPLIN—On April 12, Wellington Samler, Esq., of Gray's-inn-square, to Charlotte Clara, daughter of the late Captain Chaplin, R.E., of Rockland's, Hastings.

WILLOUGHBY—WOOLRYCH—On April 19, Henry William Willoughby, Esq., to Mary Anne, second daughter of Humphry William Woolrych, Serjeant-at-Law.

DEATHS.

CREE—On April 13, Harriet Katherine, daughter of Thomas Cree, jun., Esq., of Gray's-inn, aged 15 years.

GOULDSTONE—On April 7, Mary Ann, wife of Mr. G. W. Gouldstone, and eldest sister of Mr. J. G. L. Bullied, Solicitor, Glastonbury.

SINCLAIR—On April 14, Alicia, relict of the late Thomas Sinclair, Esq., Barrister-at-Law, Dublin.

SYMONS—On April 7, Jelinger Cookson Symons, Esq., her Majesty's Inspector of Schools, aged 50.

VIZARD—On March 20, at Peterborough, Canada West, William Henry James Vizard, Esq., second son of the late Charles Vizard, Esq., of Dursley, aged 35.

WESTMACOTT—On April 11, Henry Seymour Westmacott, Esq., Solicitor, of John-street, Bedford-row, aged 55.

WILLS—On April 17, Lucy, wife of Alfred Wills, Esq., Barrister-at-Law, in her 39th year.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Greg, Thomas, Esq., Coles, Hertfordshire, one dividend on the sum of £6,000 3½ per Cent. Reduced Annuities.—Claimed by John Greg, one of the executors.

Gresley, Francis, Captain Hon. East India Company's service, one dividend on the sum of £2,000 Consolidated 3 per Cent. Annuities.—Claimed by Francis Gresley.

Robe, John William, Confectioner, Lamb's Conduit-street, and William Rowley, a minor, Reduction of the National Debt of the sum of £70 : 11 : 6.—Claimed by William Bowley, the survivor.

Reed, Rev. Edward, Curate of St. Vedast, Foster-lane, and William Twinch, Barber, Gutter-lane, Reduction of the National Debt of the sum of £47 : 9 : 6 Consolidated 3 per Cent. Annuities.—Claimed by Rev. Edward Reed, the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere.

White, Ann, formerly cook to Solly, Esq., Surgeon, St. Helen's-place, Bishopsgate-street, afterwards to J. W. Birch, Esq., Park-street, Grosvenor-square, and last to Joseph Arden Esq., 27, Cavendish-square, where she died on or about March 11, 1860. Next of kin to communicate with Mr. J. Nichols, 7, Warwick-court, Holborn, W.C.

English Funds and Railway Stock.

(Last Official Quotation during the week ending Friday evening.)

	English Funds.	
	Bank Stock	223½
	3 per Cent. Red. Ann.	93½
	3 per Cent. Cons. Ann.	94⅝
	New 3 per Cent. Ann.	93½
	New 2½ per Cent. Ann.	79½
	Consols for account	94⅝
	Long Ann. (exp. Apr. 5, 1885)	17⅛
	India Debentures, 1858.	97
	Ditto 1859.	..
	India Stock	..
	India Loan Scrip.	..
	India 5 per Cent. 1859.	106½
	India Bonds (£1000)	..
	Do. (under £1000)	4 dis.
	Exch. Bills (£1000)	8 p.
	Ditto (£500)	11 p.
	Ditto (Small)	8 p.
	Railway Stock.	
Shrs.		
Stock	Birk. Lan. & Ch. Junc.	72
Stock	Bristol and Exeter	102½
Stock	Caledonian	91⅜
20	Cornwall	6½
Stock	East Anglian	19
Stock	Eastern Counties	55
Stock	Eastern Union A. Stock	38
Stock	Ditto B. Stock	28
Stock	East Lancashire	..
Stock	Edinburgh & Glasgow	80
Stock	Edin. Perth. & Dundee	30½
Stock	Glasgow and South-Western	100
Stock	Great Northern	114⅜
Stock	Ditto A. Stock	117
Stock	Ditto B. Stock	132
Stock	Gt. Southn. & Westn. (Ireland)	115
Stock	Great Western	69¼
Stock	Lancaster and Carlisle.	..
	Ditto Thirds	19 p.
	Ditto New Thirds	19 p.
Stock	Lancash. & Yorkshire	104⅝

	Railways—*Continued.*	
Shrs.		
Stock	London and Blackwall.	69
Stock	Lon. Brighton & S. Coast	113
25	Lon. Chatham & Dover	13
Stock	London and N.-Wstrn.	99½
12½	Ditto Eighths	⅛ dis.
Stock	London & S.-Westrn.	92
Stock	Man. Sheff. & Lincoln.	42½
Stock	Midland	115⅝
Stock	Ditto Birm. & Derby	96
Stock	Norfolk	57
Stock	North British	61½
Stock	North-Eastn. (Brwck.)	95⅝
Stock	Ditto Leeds	49
Stock	Ditto York	80
Stock	North London	108
Stock	Oxford, Worcester, & Wolverhampton	44
20	Portsmouth	16
Stock	Scottish Central	117
Stock	Scot. N. E. Aberdeen Stock	37½
Stock	Do. Scotsh. Mid. Stk.	89
Stock	Shropshire Union	49
Stock	South Devon	44
Stock	South-Eastern	87⅞
Stock	South Wales	67
Stock	S. Yorkshire & R. Dun	80
25	Stockton & Darlington	40
Stock	Vale of Neath	60
	Lines at fixed Rentals.	
Stock	Buckinghamshire	93
Stock	Chester and Holyhead.	51⅜
Stock	Ditto 5½ per Cent.	125
Stock	Ditto 5 per Cent	114
Stock	East Lincoln, guar. 6 per Cent	142
50	Hull and Selby	112
Stock	London and Greenwich	65
Stock	Ditto Preference.	120
Stock	Lon., Tilbury, & Sthend.	98
Stock	Shrewsbury & Herefd.	106
Stock	Wilts and Somerset	93

London Gazettes.

Winding-up of Joint Stock Companies.

Unlimited, in Chancery.

Tuesday, *April* 17, 1860.

Phœnix Life Assurance Company.—V. C. Wood will, on Monday, April 30, at 12, appoint one or more person or persons to represent the creditors of the Company.

Limited in Bankruptcy.

Corporation Restaurant Company (Limited).—Com. Evans will proceed, on May 11, at 11, at Basinghall-street, to settle the list of contributories.

Unlimited, in Chancery.

Friday, *April* 20, 1860.

Mitre General Life Annuity and Family Endowment Association.—Petition for winding up of presented April 18 to the Master of the Rolls, and will be heard on April 28.

Phœnix Life Assurance Company.—V. C. Wood will, on April 28 at 12, appoint an official manager or official managers of the Company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, *April* 17, 1860.

BIRCH, THOMAS RAWLIN, Pewterer, Coleshill-street, Birmingham (who died on or about March 2, 1857). Bartleet & Son, Solicitors, Waterloo-street, Birmingham. May 20.

BOREHAM, SILAS SMITH, Gent., formerly of Oldfield-cottage, Wells-road, Bath, afterwards of the Priory, South Stoke, near Bath, and late of Park-lodge, New Church-street, Chelsea (who died on June 1, 1859). Dunster, Solicitor, 3, Henrietta-street, Cavendish-square, London. June 15.

CROOKLAND, JONATHAN, Gent., Perry-street, Gravesend (who died on Jan. 1, 1860). Murray, Solicitor, 26, Great St. Helens, London. May 13.

FUSSELL, SUSANNAH CHAFFEY, Widow, Wadbury House, Mells, near Frome, Somersetshire (who died on or about Nov. 2, 1859). Lovibond, Solicitor, Bridgwater. June 20.

HARRIS, WILLIAM, Tailor & Draper, 26, Lamb's Conduit-street, Middlesex (who died on or about Aug. 30, 1859). Waller, Solicitor, 1, Verulam-buildings, Gray's-inn, Middlesex. May 1.

KYEZOR, ELIZABETH (wife of Louis Kyezor), 18, Thornhill-crescent, Caledonian-road, Middlesex (who died on Nov. 5, 1859). Murray, Solicitor, 26, Great St. Helens, London. May 13.

WOLFE, WILLIAM, Cowkeeper, Nottingham (who died on or about Feb. 8, 1860). W. & R. Enfield, Solicitors, Nottingham. June 30.

WOODHEAD, WILLIAM, Gent., Kirkstall-road, Headingley, Leeds (who died on March 26, 1860). Snowdon & Emmet, Solicitors, 36, Bond-street, Leeds. June 1.

FRIDAY, *April* 20, 1860.

BERRY, ELIJAH, Coachman, Yoxford, Suffolk (who died on or about Nov. 15, 1859). Spalding, jun., Bootmaker, Yoxford, Executor. June 1.

BRIDGART, JOHN, Wesleyan Missionary, Wesleyan Mission House, Sierra Leone, West Africa (who died on his voyage from Sierra Leone to Liverpool, on June 24, 1859). Christian & Cropper, Solicitors, 5, Harrington-street, Liverpool. April 30.

CARTER, EDWARD, Gent., 19, South-place, Grange-road, Bermondsey, but formerly of Anchor-terrace, Mawbey-road, Old Kent-road, Surrey (who died on Feb. 9, 1860). Butler, Solicitor, 191, Tooley-street, London-bridge. June 1.

CLARKE, CHARLES, Gent., Nether Whitacre, Warwick (who died in the month of April, 1859). Sadler & Eddowes, Solicitors, Sutton Colefield, Warwick. May 24.

EDWARDS, JAMES, Gentleman, Combe, Clunbury, Salop (who died on June 1, 1859). Weyman, Solicitor, Ludlow, Salop. June 1.

FIDLER, THOMAS NICHOLSON, Grocer and Spirit Merchant, Workington, Cumberland (who died on Dec. 8, 1859). D. Birkett, Grocer, Workington, and W. Elliot, Draper, Workington, Administrators. June 8.

GIBSON, RICHARD, Farmer and Builder, Baslow, Derbyshire (who died in January, 1860). F. Hawley, Paisley, near Bakewell, Derbyshire; and J. Hawley, Baslow, near Sheffield, Executors. Aug 1.

MONGER, WILLIAM RICHARD, Schoolmaster, Ewell, Surrey (who died on March 19, 1859). Head & Pattison, Solicitors, 5, Martin's-lane, Cannon-street, London. June 1.

NICHOLLS, ALICIA DEARSLY, Widow, 7, Sutton-place, Hackney, Middlesex (who died on or about Nov. 21, 1859). Harris & Mee, Solicitors, Bishopsgate-church-yard, London. May 21.

ULLATHORNE, JOHN, Carpenter and Builder, Selby, Yorkshire (who died on March 17, 1860). Weddall & Parker, Solicitors, Selby. June 1.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *April* 17, 1860.

ROBERTS, JAMES WOLFE, Commander in the Royal Navy, High-street, Deptford (who died in or about Sept., 1849). Coleman *v.* Morgan & another, V. C. Stuart. May 3.

STANTON, JOSEPH BAILEY, Builder, Surbiton, Surrey (who died in or about May, 1858). Walter *v.* Stanton, V. C. Kindersley. May 21.

FRIDAY, *April* 20, 1860.

BARR, GEORGE, Woollen Draper, 68, Cambridge-street, Eccleston-square, Pimlico, Middlesex (who died in or about March, 1859). Hunt *v.* Jones, M. R. May 25.

BAUGH, EDWARD, Lieutenant in her Majesty's Navy, Eastbourne, Sussex. (who died on Feb. 27, 1858). Baugh *v.* Spencers, and others, M. R. May 25.

CUMMINGS, WILLIAM, Corn Factor, Wakefield (who died in or about Sep. 1842). Russell *v.* Mackie, V. C. Stuart. May 4.

DAY, WILLIAM, Esq., Mayfield, Sussex (who died in or about Sep. 1849). Day *v.* Day and others, M. R. May 26.

FOWLER, SAMUEL, Tailor & Draper, Liverpool (who died in or about Dec. 1852). Fowler *v.* Garner, M. R. May 26.

GUEST, WILLIAM, Contractor, Barton-street, Gloucester (who died in or about Nov., 1857). Guest *v.* Guest, M. R. May 26.

HEGINBOTHAM, JOSEPH, Wine & Spirit Merchant, Staleybridge, Lancashire (who died in or about Nov., 1854). Chetham *v.* Heginbotham, M. R. May 25.

NORTON, WILLIAM, Pudsey Town-end, Bramley, Leeds (who died in or about Oct., 1850). Hinings *v.* Hinings, V. C. Wood, May 22.

PHELPS, ISAAC, Gent., South Brent, Somerset (who died in or about May, 1858). Gamling *v.* Phelps & Others, M. R., May 26.

RANDALL, JOHN, Gent., Chatham, Kent (who died in or about August, 1854). Pilcher & Others *v.* Randall, V. C. Wood, May 5.

WILLIS, ELIZABETH CHRISP, Widow, Manor House, Poplar, Middlesex (who died in or about Dec. 1849). Cook *v.* Dakin M. R., May 18.

WINDER, MARSHALL, Master Mariner, Liverpool (who died in or about January, 1858). Winder *v.* Winder, M. R., May 21.

Assignments for Benefit of Creditors.

TUESDAY, *April* 17, 1860.

PERKINS, SAMUEL, Draper & Grocer, Bedworth, Warwickshire. April 2. *Trustees*, T. Ramsford, Grocer, Coventry; T. Perkins, Warehouseman, Coventry. *Sol.* Davis, Coventry.

PLEWS, ARTHUR, Auctioneer, King's Lynn, Norfolk. March 21. *Trustees*, W. Cooper, Ironmonger, King's Lynn; J. Dyker Thew, Stationer, King's Lynn. *Sol.* Ward, King's Lynn.

FRIDAY, *April* 20, 1860.

BARBER, JOHN, Seed Crusher, Derby. April 12. *Trustee*, S. W. COX, Spondon, Derbyshire: S. D. B. Middleton, Gent., Derby. *Sol.* Cox, Derby.

CARRUTHERS, WILLIAM, Draper, Liverpool. March 21. *Trustees*, J. Black, Warehouseman, Liverpool; B. Haigh, Manufacturer, Huddersfield. *Sol.* Evans, Fairfield, Liverpool.

MARTIN, ROBERT, Joiner, Brownlow-hill, Liverpool. April 9. *Trustee*, J. Deakin, Salt Proprietor, Northwich, Chester. *Sol.* Christian, Liverpool.

SAFFELL, HENRY WOODGATE, Corn Miller and Auctioneer, Lavenham, Suffolk. March 30. *Trustees*, G. S. Mumford; W. R. Scott, Farmers, Lavenham. *Sols.* Last & Nunn, Hadleigh, Suffolk.

SWIFT, DANIEL, Butcher, Deeping St. James, Lincoln. April 13. *Trustees*, E. Pawlett, Grazier, Deeping St. James; W. Holland, Distiller, Market Deeping. *Sols.* Sharpe & Son, Market Deeping.

WHISLER, JOHN, Woollen Warehouseman, 18a, Basinghall-street, London. March 27. *Trustee*, J. B. Tyler, Accountant, 13, Gresham-street. *Sol.* Rains, 15, Fish-street-hill, London.

Bankrupts.

TUESDAY, *April* 17, 1860.

AXFORD, JOHN, & CHARLES GREENSLADE, Timber & Slate Merchants, Bridgewater, Somersetshire (Axford & Co.) *Com.* Andrews: May 15, & June 6, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Dalton, 3, Bucklersbury. *Pet.* March 16.

BRETTLE, WILLIAM, Plumber & Glazier, Oldbury, Worcestershire. *Com.* Sanders: May 4 & 24, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Hodgson & Allen, Birmingham; or Hinchliffe & Hooper, West Bromwich. *Pet.* April 7.

CULVERWELL, JOHN, Miller & Corn Dealer, Washford Mills, & Williton Mills, Somersetshire. *Com.* Andrews: May 9 & 30, at 12; Exeter. *Off. Ass.* Hirtzel. *Sols.* Head & Venn, Exeter. *Pet.* April 4.

JACKSON, WILLIAM, Surgeon & Apothecary, 42, Brewer-street, Somer's Town, St. Pancras, Middlesex; also carrying on business at 10, Queen's-terrace, Maiden-lane, Camden Town, Middlesex, as a Butcher. *Com.* Evans: April 26, at 12; & May 26, at 11; Basinghall-street. *Off. Ass.* Bell. *Sols.* Harrison, Beale, & Harrison, 19, Bedford-row. *Pet.* April 14.

LINLEY, JOSEPH, Manufacturer of Sheep Shears, Edge Tools, & Table Knives, Sheffield. *Com.* West: April 23, & June 2, at 10; Sheffield. *Off. Ass.* Brewin. *Sols.* Smith & Burdekin, Sheffield. *Pet.* April 4.

LUND, GEORGE TAYLOR, Commission Agent, Manchester. *Com.* Jemmett: April 27, & May 17, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Sale, Worthington, Shipman, & Seddon, Manchester. *Pet.* April 16.

M'ALPINE, JOHN, Ironmonger, 10, High-street, Cheltenham. *Com.* Hill: May 1 & June 4, at 11; Bristol. *Off. Ass* Acraman. *Sols.* Abbot, Lucas, & Leonard, Bristol. *Pet.* April 14.

PARRY, SAMUEL, Boarding & Lodging-house Keeper, 78 & 79, Queen-street, Cheapside, London, & 25, Mildmay-park, Islington, Middlesex. *Com.* Holroyd: May 1, at 2; & May 29, at 12; Basinghall-street. *Off. Ass.* Lee. *Sols.* Fraser & May, 78, Dean-street, Soho. *Pet.* April 14.

PROCTOR, WILLIAM, Linen Draper, Leeds. *Com.* West: May 4, and June 1, at 11; Leeds. *Off. Ass.* Young. *Sols.* Wood, Bradford; or Cariss & Cudworth, Leeds. *Pet.* April 16.

ROBERTS, JOHN ROBERT, Potato Salesman, 28 & 29, Crispin-street, Spitalfields, Middlesex. *Com.* Holroyd: May 1, at 2.30; & May 29, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Wellborne, 17, Duke-street, London-bridge, Southwark, Surrey. *Pet.* April 14.

SHIELD, MATTHEW, Ship Owner, Merchant, 7, Gt. Queen-street, Westminster, Middlesex. *Com.* Goulburn: April 30, at 1; & May 28, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Dalton, 3, Bucklersbury, London. *Pet.* April 16.

TURNER, RICHARD, Cabinet Maker & Upholsterer, Stoke-upon-Trent. *Com.* Sanders: April 30, & May 21, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Glover, Stoke-upon-Trent; or James & Knight, Birmingham. *Pet.* April 11.

Friday, April 20, 1860.

ALLEN, GEORGE, Grocer & Draper, Bardney, Lincolnshire. *Com.* Ayrton: May 2, & 30, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Brown & Son, Lincoln. *Pet.* April 18.

CRICK, DANIEL BISHOP, Builder, Leicester. *Com.* Sanders: May 3, & June 5, at 11.30; Nottingham. *Off. Ass.* Harriss. *Sol.* Haxby, Leicester. *Pet.* April 17.

KELSEY, JAMES, and EDMUND KELSEY, Tailors & Drapers, Nuneaton, Warwickshire. *Com.* Sanders: May 4, & 24, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* James & Knight, Birmingham; or Shelley, Nuneaton. *Pet.* April 16.

KIRK, WILLIAM, JOHN WALE, & JOHN KIRK, Coal & Timber Merchants, *Com.* Sanders: May 3, & 31, at 11.30; Nottingham. *Off. Ass.* Harris. *Sols.* Miles & Gregory, Leicester, or Hodgson & Allen, Birmingham. *Pet.* April 17.

NEWELL, FREEMAN, Boot & Shoe Mercer & Cloth Cap Maker, Huddersfield. *Com.* Ayrton: May 7, & June 4, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Sole, Turner, & Turner, Aldermanbury, London; Floyd & Learoyd, Huddersfield; Bond & Barwick, Leeds. *Pet.* April 14.

SOUTHWARD, JACKSON, Printer & Stationer, 119, Pitt-street, Liverpool. *Com.* Perry: May 1 & 25, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Toulmin, Liverpool. *Pet.* April 14.

WAITE, ALEXANDER, Draper & Clothier, Berwick-upon-Tweed. *Com.* Ellison: April 26, at 11.30; and May 8, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Harle & Co., 3, Butcher Bank, Newcastle-upon-Tyne, & 20, Southampton-buildings, Chancery-lane, London. *Pet.* April 14.

WILSON, ANDREW, Surgeon & Apothecary, High-street, Aldershot, Hants. *Com.* Fane: May 4 & 25, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sols.* White & Sons, 11, Bedford-row, Middlesex. *Pet.* April 16.

BANKRUPTCIES ANNULLED.

TUESDAY, *April* 17, 1860.

WALLIS, THOMAS JOHN BOYD, Draper, Colchester. April 14.

FRIDAY, *April* 20, 1860.

WATSON, WILLIAM JOHN, Builder, Archway-cottage, Upper Holloway Middlesex. April 19.

MEETINGS FOR PROOF OF DEBTS.

Tuesday, *April* 17, 1860.

Bleackley, George, Common Brewer, Sun Brewery, Salford. May 10, at 12; Manchester.—Corbett, Hugh Woodney, Merchant, Liverpool (Woodney Corbett & Co.) May 10; Liverpool.—Cuff, Edward George, Hotel Keeper & Wine Merchant, Leicester. May 1, at 11.30; Nottingham.—Harrison, John, Builder, 34, Page's-walk, Bermondsey, Surrey. May 10, at 12; Basinghall-street.—Haywood, James, Iron Founder, Derby. May 10, at 11.30; Nottingham.—Herd, John, Corn Merchant, Liverpool. May 7, at 11; Liverpool.—Higgins, Charles, Brewer & Maltster, Bridge-street, Salisbury. May 10, at 11; Basinghall-street.—Leeman, John Green, Draper, Ilkeston, Derby. May 10, at 11.30; Nottingham.—Montefiore, Jacob, & Joseph Barrow Montefiore, Merchants, George-street, Mansion-house, and Nicholas-lane, London. May 9, at 11; Basinghall-street.—Smith, Henry, & Henry Mills, Newspaper Proprietors, Printers, Booksellers, & Stationers, Chester. May 9, at 11; Liverpool. Sep. est. of Henry Smith; same time, sep. est. of Henry Mills.—Ward, Francis, Victualler & Carpenter, Nottingham. May 15, at 11; Birmingham.

Friday, *April* 20, 1860.

Argent, John, Licensed Victualler, Rainbow Tavern, 15, Fleet-street, London. May 12, at 12; Basinghall-street.—Hobbs, Henry, Common Brewer, and Agent for the sale of Wine on Commission, Woburn, Buckinghamshire. May 2, at 2; Basinghall-street.—May, Thomas Henry, Baker and Flour Dealer, 52, Rathbone-place, Oxford-place, Middlesex, and lately 27, Little Britain, London, and 2, Squires-mount, Hampstead-heath, Middlesex. May 12, at 12; Basinghall-street.—Miskin, John Stanton, Butcher, High-street, Rochester. May 12, at 12; Basinghall-street.—Moss, Henry, Draper, 5, Lowerhead-row, Leeds. May 11, at 11; Leeds.—Mullett, William, Grocer and Draper, Brookland, Romney, Kent. May 11, at 11.30; Basinghall-street.—Pavia, Charles, Merchant, 51, Lime-street, London. May 2, at 1; Basinghall-street.—Peto, John, & John Bryan, Army Contractors, 8 & 9, Dacre-street, Westminster, Middlesex, and of Liverpool, and Willow-walk, Bermondsey, Surrey. May 11, at 11.30; Basinghall-street.—Polglase, Richard Jenkin, Millwright, Engineer, Iron Founder, and Boiler Maker, 80, Borough-road, Surrey, and 3, Jupp's-terrace, Commercial-road East, Middlesex. May 11, at 1; Basinghall-street.—Sears, James, Printer, 3 & 4, Ivy-lane, Paternoster-row, London. May 11, at 1.30; Basinghall-street; joint est.; same time, sep. est. of James Sears.—Waghorn, William Price, Grocer and Draper, Stratton House, Westerham, Kent, late of Tatsfield Court, Tatsfield, Surrey, and formerly of Hormsonden, Kent. May 2, at 12; Basinghall-street.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *April* 17, 1860.

Ayres, Alfred Charles, Surgeon & Apothecary, 16, Queen-street, Ramsgate, Kent. May 9, at 1; Basinghall-street.—Clemerson, Henry, Ironmonger, Brazier, & General Dealer, Loughborough. June 5, at 11.30; Nottingham.—Jones, Charles, Jun., Coach Builder & Harness Maker, 38, Margaret-street, Cavendish-square, and 21a, Great Castle-street, Regent-street, Middlesex. May 9, at 12; Basinghall-street.—Marson, Charles, Sen., Innkeeper, Leominster. May 10, at 11; Birmingham.—Williams, John Reynolds, Ironmonger, Sandbach, Chester, May 9, at 11; Liverpool.

Friday, *April* 20, 1860.

Bailey, Hansell, Cabinet Maker, Upholsterer & Undertaker, Cheltenham. May 21, at 11; Bristol.—Collingbourne, Henry, Ribbon & Trimming Manufacturer, Vauxhall Mills, Foleshill, near Coventry. May 21, at 11; Birmingham.—Crane, Joseph Allison, Merchant, New Brunswick, now temporarily resident at 7, King-street, Cheapside, London. May 12, at 1; Basinghall-street.—Evans, Edward, Draper, Wednesbury, Stafford. May 21, at 11; Birmingham.—Holgate, Thomas, Grocer, Bradford. May 21, at 11; Leeds.—Keenor, Grace & Sophia Baillie, Milliners & Straw Bonnet Makers, 186, Fore-street, Exeter (Keenor & Baillie). May 16, at 12; Exeter.—Lane, James, Mining Share Broker, 3, Kingsland-place, Kingsland-road, Middlesex; and 29, Threadneedle-street, London. May 12, at 1; Basinghall-street.—Mullett, William, Grocer & Draper, Brookland, Romney, Kent. May 11, at 11.30; Basinghall-street.—Stephens, Henry, Innkeeper, Honiton-inn, Paris-street, Exeter. May 16, at 12; Exeter.—Streeter, Thomas, Hotel Keeper, Fountain Hotel, Portsmouth. May 17, at 1.30; Basinghall-street.

To be delivered, *unless* Appeal *be duly entered.*

Tuesday, *April* 17, 1860.

Buss, Thomas, Chemist & Druggist, Market Harborough, Leicestershire. April 12, 2nd class.—Chellew, William, Commission Agent & Ship Broker, Point, near Truro, Cornwall. April 5, 1st class.—Davies, Thomas, & Thomas Edward Davies, Coal & Iron Masters, Nechell's Colliery, Wednesfield, Staffordshire, and late of Crook Hay Iron Works, Westbromwich. Feb. 2, 2nd class.—Harris, Edward, Tailor, Folkestone, Kent. April 11, 2nd class.—Hill, Edward Ellis, Merchant & Broker, Liverpool. April 11, 2nd class.—Josolyne, John Augustus, & Thomas Taylor, Milliners, 296, High Holborn, Middlesex. April 12, 1st class.—Webber, William James, Baker & Confectioner, Bank-street, Teignmouth, Devonshire. April 11, 3rd class.

Friday, *April* 20, 1860.

Bentley, Joseph, sen., & Joseph Bentley, jun., Gun & Pistol Makers, Liverpool. April 13, 2nd class.—Craven, John, & Thomas Craven, Glue Makers, Rothwell, Yorkshire. April 2, 3rd class.—Date, John Stoate, Flour Merchant & Corn Factor, Cardiff, Glamorganshire. April 17, 2nd class, after a suspension of 9 months, protection.—Flamant, Louisa, Milliner & Dealer in Lace, 10, Duke-street, Portland-place, & 42, Somerst-street, Portman-square, Middlesex. April 16, 2nd class.—Middlewood, Raley, & John Middlewood, Linen Drapers, Leeds (R. & J. Middlewood). April 2, 3rd class, John Middlewood; & Raley Middlewood, April 2, 3rd class, subject to a suspension of 1 calendar month.—Moon, John, jun., Optician & Nautical Instrument Maker, 3, West India-road, Poplar, Middlesex. April 13, 2nd class.—Parry, Eliza, Timber Dealer, Liverpool. April 13, 1st class.—Varley, Joseph, Yarn Spinner, Kings Mill, Huddersfield, April 16, 3rd class.

Scotch Sequestrations.

Tuesday, *April* 17, 1860.

Boston, James, Flesher, Airdrie, afterwards Coalmaster, Strathaven. April 20, at 12; Royal Hotel, Airdrie. *Seq.* April 12.

Hay, Alexander, Farmer, Stockley, Mortlach, Banffshire. May 1, at 2; Fife Arms Inn, Dufftown. *Seq.* April 14.

Hopkirk, John Glassford, Writer to the Signet, 75, Great King-street, Edinburgh, deceased. April 23, at 2; Cay & Black's Rooms, 65a, George-street, Edinburgh. *Seq.* April 14.

Johnston, Peter, Grocer, Herdshill, Polmont, Stirling. April 24, at 1; Blue Bell Inn, Falkirk. *Seq.* April 12.

London, John, Spirit Merchant, 10, Ann-street, Port-Dundas, Glasgow. April 20, at 12; Faculty Hall, St. George's-place, Glasgow. *Seq.* April 9.

McKellar, Archibald, Farmer, Ballamenach, Loch Aweside, Argyllshire. April 24, at 12; George Hotel, Inverary. *Seq.* April 12.

Oatt, James, Joiner, Johnstone, Renfrewshire. April 23, at 1; Globe Hotel or Inn, High-street, Paisley. *Seq.* April 12.

Friday, *April* 20, 1860.

Brown, James, Music Seller, Lutton-place, Edinburgh. April 25, at 12; Dowells and Lyon's Rooms, 18, George-street, Edinburgh. *Seq.* April 16.

M'Mutrie or M'Murtrie, Alexander, Joiner & Glazier, Glasgow. April 26, at 12; Globe Hotel, Paisley. *Seq.* April 16.

We cannot notice any communication unless accompanied by the name and address of the writer.

**** Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, APRIL 28, 1860.

CURRENT TOPICS.

On Wednesday last the Honourable Society of Lincoln's Inn entertained Mr. George Frederick Watts, the eminent artist and painter of the great fresco picture of Lincoln's Inn Hall. Lord St. Leonards, Lord Justice Knight Bruce, Vice-Chancellor Kindersley, Vice-Chancellor Wood, and a very large attendance of benchers, barristers, and students, were present to do honour to the distinguished artist who had devoted several years to the accomplishment of the noble work of art which now decorates the dining-hall of the Society. he cloth having been removed and the usual loyal toasts being given, Mr. Koe, Q.C., the present Treasurer of the Society, who was president on the occasion, delivered the following address to Mr. Watts, at the same time presenting him with a very beautiful and valuable silver gilt cup :—

Mr. Watts,—In the name of this Society I offer you our earnest acknowledgments for the noble decoration with which you have enriched our Hall. We have watched its progress with interest and admiration, and have felt that, for perfecting so important a work, no time was too extended for us which could enable you, with satisfaction to yourself, to complete your labours upon it. We congratulate you upon the result of those labours, in the production of a work of exalted art—classical and appropriate in composition, grand in scale, and chaste and noble in execution, and which, in its judicious alliance of painting and architecture, stands single, as we believe, in this country—a monument to your reputation as an artist, not for these days only, but to endure as long as the structure that bears it shall remain. We do not forget that we owe this present to your generous love of art for its own sake. We accept it with cordial thanks, upon the disinterested conditions upon which it was offered to us. Not, therefore, in the character of compensation, but as a testimony of our friendly feeling for the man who has selected us as the recipients of so valued a gift, and of our appreciation of his genius as an artist, allow me, in the presence of our Society, and in their name, to present this cup for your acceptance. Long may you continue to advance the interests of elevated art and pure taste in this country, and to reap the fruit of your talents not only in fortune, but in the fame to which those talents give you so just a title!

Although no reference is made in this address to the intrinsic value of the present by which it was accompanied, we may mention that it was not only of great worth in itself, but that its lid covered a purse containing five hundred new sovereigns.

Mr. Watts replied in a suitable speech, in which he alluded to the great benefit to the cause of art which might be expected to follow the example which had been set by the Society of Lincoln's Inn. He believed the present was the first instance of a great public body in England giving such noble encouragement to an English artist. He acknowledged the uniform kindness and courtesy he had received during the years he had been engaged upon the work.

A few words as to the history of this great painting will not be uninteresting to our readers. In 1852, a proposal was made by Mr. Watts, who was well known as the painter of "Caractacus Crowned," at the first Westminster Hall competition, to paint a fresco, the Society being merely at the expense of material, scaffolding, attendance, &c. The benchers at once accepted this generous offer, and in 1853, Mr. Watts submitted his design, which was approved. In the Spring of the following year he commenced his work, but owing to ill-health he was unable to do much at it until 1857. He worked during the long vacations of that year, and also of the two following years, and brought his task to a completion by Michaelmas Term, 1859. The painting has been called "The School of Legislation." It represents an imaginary assemblage of the great early lawgivers from Moses down to Edward I. It occupies the whole end of the hall above the benchers' table from the upper edge of the panelling to the apex of the roof, and is 45ft. wide by 40ft. high in the centre. The design is said to have been suggested by Raphael's "School of Athens," in the Vatican at Rome. Moses, the great law-giver of the Jews, is the central figure of the upper part of the composition, his hand resting upon the Tables of the Law. On his right are seated Lycurgus, Minos, Draco, Solon, Numa, and Servius Tullius. On his left are Sesostris, Zoroaster, Pythagoras, Confucius, and Menu. The central group of the middle distance is made up of Justinian and Theodora, with the scribes transcribing the Codex and Pandects at their feet, while a jurisconsult and a doctor of the church distribute them to the northern barbarians—Lombard, Goth, and Frank. Midway between Justinian and a Saxon group, including a Druid, Ina, and Alfred, stands the stately figure of Charlemagne. In the right of the foreground are grouped two of the barons of Runnymede, with Stephen Langton, the Legate; and alone on the left sits Edward I. Looking up to Moses stands Mahomet, Koran and sword in hand, as if intermediate between the mythic and historical chapters of the story. The figures of the middle distance occupy a broad landing-place, from which a stately flight of marble steps leads to the upper conclave of the fathers of law. A critic in the *Times* thus describes this great work :—

This fresco is conspicuously distinguished from all the mural decorations hitherto executed in this country by its architectural character. The frescoes in the poets' landing-place and in the corridors of the Houses of Parliament are like clever water-colour drawings on a life-size scale hung upon the walls, but not forming part of the building. They do not harmonize with or enhance the architecture by the disposition of their masses or the tone of their colour. Mr. Watts' fresco seems to fit into and form part of the hall it adorns; and we are particularly glad to learn that both Sir Charles Barry and Mr. Hardwicke have expressed their entire satisfaction with it in this respect. Indeed, so great has been the impression produced by the fresco upon the architect of the hall that he has declared he will provide every facility for similar decoration in all the buildings he may hereafter design similar in character and distinction to this hall of Lincoln's-inn. But the great and most gratifying characteristic of Mr. Watts' work is its intellectual elevation. In the selection and disposition of his personages the painter has manifested a comprehensive conception of a noble subject, just as much as he has given evidence of the finest qualities as a designer in his execution of the figures.

It is not too much to say that if such a work as this were suddenly revealed to the tribe of art-critics and connoisseurs in a hitherto sealed-up hall of the Vatican, or in some newly discovered church or convent of the Umbrian Apennine, it would at once become an object of reverent pilgrimage and the subject of elaborate comments, controversies, and criticisms. It is too much to expect the same tribute to be paid to the work of one living among us, and exposed alike to the sneers of ignorance or ill-will and the depreciation of systematic exalters of the past.

But we are confident that we are only pronouncing a judgment which will be endorsed by all competent and unprejudiced judges when we congratulate the benchers of Lincoln's-inn on the possession of a work which is worthy the historic renown of their body and the noblest purposes of the building which contains it.

It is now more than a century since the Society of Lincoln's Inn did itself honour by fitly entertaining another great master of art. In the year 1750, the picture, "St. Paul before Felix," painted by Hogarth for £200, on a commission from the Society of Lincoln's Inn, was placed in the old dining hall, now the Lord Chancellor's court, where it is to be seen any day when his lordship is sitting; and to the honour of the benchers of that day, the records of the society bear testimony

to the banquet in honour of Hogarth. We feel confident that our readers will not consider we have devoted too much space to the chronicling of an event which some day will be as interesting to posterity as that to which we have just referred.

Elsewhere, in our present number, will be found the report of a case of *Sparke, Clerk of Peace*, v. *Frewer*, to which we desire to call the attention of members of the profession holding the appointment of Clerk of the Peace of boroughs. The decision is of importance to them, particularly as regards the fees charged by them upon recognizances. It was an action brought by the Town Clerk of the borough of Bury St. Edmunds, against the Borough Treasurer, for the purpose of obtaining the opinion of the learned judge of the County Court upon the construction of certain tables of fees which, under the Municipal Corporation Act, 5 & 6 Wm. 4, c. 76, had been prepared by the Town Council of the borough of Bury St. Edmunds, and approved of by one of the Secretaries of State. By arrangement, and in a friendly spirit, it was agreed between Mr. Sparke and the Corporation, that the matter should be referred to Mr. Worlledge, the County Court judge of the district, who, after hearing the case, which was ably argued on both sides, decided in favour of the view taken by Mr Sparke, the plaintiff, and of the allowance of fees for which he contended; his contention was, that he was entitled to 3*s.* 6*d.* for each witness who was bound over to give evidence in a case, and who was examined at the trial. We cannot but fully concur in the decision; indeed, upon reference to the tables of fees we do not see that the learned judge could have arrived at any other conclusion.

Mr. Shadwell, solicitor, is said to have been appointed to the office of Taxing Master in Chancery, rendered vacant by the death of Mr. Martineau.

THE LAW AND EQUITY BILL.

We had expected with some interest the debate in the House of Lords upon Lord Campbell's Law and Equity Bill, and had anticipated at least a vigorous struggle on the part of the Chancellor against the overwhelming arguments which the Master of the Rolls and the Vice-Chancellors had urged against the measure. The discussion was very important and valuable in eliciting the most decided opinions against the Bill from every law lord, with the single exception of the Chancellor himself; but it was disappointing not to hear the reasons which induced Lord Campbell to urge the second reading of a measure which had been received with almost unanimous disapprobation. The speech with which the Chancellor opened the debate merely raised an immaterial issue. The separation of law and equity was rightly enough pronounced an anomaly, which, if practicable, it would be desirable to remove; and the inference which Lord Campbell drew from this assumption was, that courts of law ought to have jurisdiction to dispose of incidental equities which might arise in the course of a suit, the main object of which was the settlement of contested legal rights. This, said Lord Campbell, was the sole purpose of his Bill, a statement which would be quite intelligible if he had taken the draft from the hands of Mr. Justice Willes, and recommended it to Parliament without troubling himself to read any of its provisions. The aim of the Bill, as it is to be collected from the document itself and from the report of the Common Law Commissioners, was not to enable courts of law to adjudicate upon incidental questions of equity, but to give them an original equity jurisdiction, and at the same time to take it away from the courts which had always exercised it. In every case where an acknowledged legal right is modified by some equitable principle, it was intended that the person who would be defendant in equity, should have the power of bringing the whole matter before a court of law, and of restraining by injunction the Court of Chancery from giving relief to the injured party. This was very clearly pointed out by the lords who took part in the debate; and it remained for Lord Campbell, in his reply, to explain why he proposed a transfer of jurisdiction from a court which had organised what he justly styled "a beautiful system of jurisprudence," to the more technical tribunals whose narrow spirit in old times had, as he himself said, been the cause of the division of authority which he was so ambitious to put an end to. No such explanation was given, and the only retort which the Chancellor attempted was the assertion that the Bill was not his Bill, but had been drawn by a very eminent common law judge, upon the Report of a Common Law Commission of which he was the most energetic member.

If there are any arguments to be adduced in favour of the Bill, we are driven to seek them in the Commissioners' Report; and it may be worth while to examine what the plea is upon which the suppression of so large a portion of equity jurisdiction has been proposed.

The Common Law Commissioners were authorised to inquire what amendments could be made in the practice and pleading of their own courts; and certainly were not empowered to entertain the larger question of the transfer to themselves of the jurisdiction of the Court of Chancery, as is quite evident from the circumstance that no one who had any experience of equity was placed upon the commission. What they say in substance is this, "Courts of law are capable of exercising the jurisdiction as to injunctions, specific performance, and some other matters which has hitherto belonged to the Court of Chancery. A concurrent jurisdiction in all equitable matters which can arise incidentally in the progress of a law suit has already been conferred on courts of law. But this is not enough. We must have, not a concurrent, but an exclusive equitable jurisdiction in every case where the person charged with what equity would deem an abuse of his legal rights, chooses to drag his opponent into a legal court before a bill is filed against himself. To give effect to this we must have the power of prohibiting the courts of equity from proceeding against any wrong doer who has taken the precaution to select a legal forum, which most persons guilty of a breach of trust or other equitable wrong would be prompt enough to do; and this, notwithstanding that the whole controversy may turn upon pure questions of equity."

In substance this is a proposal that when an equitable injury is to be redressed, the defendant and not the plaintiff shall have the selection of the forum, and shall be entitled, if he pleases, to bring the matter before the Court which is least likely to give effectual equitable relief. The consequence would be that the worse the common law court administered equity, the more eagerly would its protection be invoked and the more complete would be the transfer of the jurisdiction.

The sole reason advanced for thus inverting the ordinary rights of plaintiff and defendant is that courts of equity in many cases where the points in dispute are of an equitable nature, very properly restrain a defendant from bringing an action at law which he may be legally entitled to do, but which would in itself be a violation of equitable duties. Thus it is said, a cause commenced in one court is transferred to another, and all the evils of double litigation ensue. Every Chancery practitioner knows that this is in great measure a fiction, and that no action is ever stayed unless there is good reason to say that it was inequitable to commence it, and even then is generally stopped before anything has been done beyond the service of a writ. But in order to show how their recently acquired equitable jurisdiction has been impeded by the interposition of Chancery, the Commissioners cite four cases as illustrations of the grievance

which they desire to remove. These are their own selected instances, and by them we presume they are ready to stand or fall.

The first of these is *Prothero* v. *Phelps*, which was in substance as follows:—The defendant Phelps was a lessee of certain coal mines, who had mortgaged his lease for £3,000, and after some litigation between him and his landlord Prothero, it was agreed that Phelps should surrender all his interest in the lease, and that Prothero should release him from all further liability. A dispute afterwards arose whether the interest to be surrendered included the interest of the mortgagee, and Prothero in consequence of the quarrel, and in breach of his agreement, sued Phelps for the rent which he had undertaken to release. Phelps then filed a bill for specific performance of the agreement, and got a decree that the agreement should be performed, and the lease given up. Not content with this, Phelps, himself the plaintiff in equity, brought an action against Prothero for the costs and incidental damage which had been occasioned by the violation of the agreement pending the suit in equity, and prior to the decree, a species of relief which he might equally have secured under the decree which he had already obtained. An equitable defence was set up at law by Prothero, who insisted, very reasonably, that Phelps had no right to sue him for the same matter in both courts, and that having chosen first to appeal to the Court of Chancery, he must seek his relief in the court of his own selection. For some mysterious reason, the court of law upheld the double proceedings, and decided that Phelps might get half the relief he sought in equity, and then go to a court of law to get the rest. Prothero, thereupon, in his turn, applied to the Court of Chancery, to restrain the action; and an injunction was granted on the very ground which the common lawyers are now insisting on; viz., that a plaintiff who can get complete redress in one court has no right to harass his opponent by a second litigation before another tribunal. Even on the Commissioners' own principle, that a case once commenced, shall, if possible, be confined to the court where it begins, the injunction was right; and in seeking to prevent similar proceedings in future, they are claiming to encourage the very double litigation which it is their avowed object to prevent.

The next specimen which the Commissioners give, *Kingsford* v. *Swinford*, is equally extraordinary. Kingsford had bound himself by covenant to keep up certain policies as a security for a debt due to Swinford. After a time Kingsford became embarrassed, and compounded with his creditors, on the terms that his estate should be divided according to the bankruptcy laws. Swinford accepted the composition, took the dividend in satisfaction of his debt, and then Kingsford let the policies drop. He would have been legally entitled to do so if there had been an actual bankruptcy. He said that he was equitably entitled to do so, because his creditor had agreed to take the composition on the footing of a bankruptcy. This equity Swinford contested; and whether it existed or not was the sole question to be tried. Swinford precipitated the contest by serving Kingsford with a writ in an action on the covenant to keep up the policies; and Kingsford, without attempting to defend the action, went at once to the Court of Chancery and asked for an injunction to stay the proceedings, and that the equitable question might be decided there. The Court granted the injunction, and took cognizance of the suit; and the complaint of the Commissioners appears to be, that the purely equitable operation of the composition deed ought to have been set up by an equitable plea; and that the question whether Swinford, in insisting on his covenant, was or was not guilty of an equitable wrong, ought to have been left to the decision of the common law court, which Swinford, the real defendant, had selected. The principle involved in this demand is simply that a person who in violation of equity attempts to enforce an admitted legal right, shall be at liberty to debar the man he wrongs from having access to the only tribunal which has been accustomed to deal with rights of that description. The pretence in all these cases is that it is desirable to avoid a double litigation. But the facts in *Kingsford* v. *Swinford* (as in the great majority of cases which occur under the present practice) were, that there was no double litigation at all; that there was no legal right in dispute (for it was admitted that at law Kingsford was liable on his covenant); and that the whole contest was as to the equity raised by the composition deed. By serving a writ Swinford challenged his adversary to try the right in a court of law. Kingsford, properly considering the question a purely equitable one, met the challenge by claiming to have it tried in a court of equity; and to prevent Swinford from going on with the common law proceedings, which he had threatened and to the extent of serving a writ, had technically commenced. The contest was, who should select the forum for the adjustment of their differences; and the Court of Chancery decided that the dispute being solely as to an equity, the man who alleged that his equity was infringed, should have the right to bring the controversy to a hearing before an equitable court. This is precisely the type of the large mass of cases as to which the Common Law Commissioners propose to annul the jurisdiction of equity. There is only one ground on which the suggested transfer could be justified, and that is, that the courts of law have judges more competent and procedure more suitable for the adjustment of equitable rights, than are to be found in the Court of Chancery, which has created the jurisprudence on which these rights depend. This is not asserted, and if it were, it would need some higher authority than the opinion of a few Commissioners, who know so little of what equity procedure is that they are at great pains, among other so-called reforms, to propose the abolition of bills for a new trial, a branch of equity jurisdiction which has no existence. The other two instances to which the Common Law Commissioners refer need not be noticed, because the Court of Chancery in both cases refused the injunction asked for, and declined to interfere with the proceedings at law.

This is literally the whole case which the Commissioners have made for the abolition of the jurisdiction of the Court of Chancery. The bugbear of double litigation is so far from being the real basis of the Bill, that the special grievance paraded in one instance is, that the Court of Chancery would not suffer a suit at common law to be tacked on to proceedings under which the same plaintiff had already got the means of obtaining complete relief in the Court of Chancery.

The representation that the Bill is designed only to enable courts of law to take cognisance of equities which arise incidentally in a lawsuit is monstrously disingenuous. They have this power already; and the equity judges have agreed that it is quite right they should have it. But the only class of contests which the Bill, if it had passed, would have touched, would have been those like the dispute on Mr. Kingsford's composition, where the equity, instead of being incidental, was the whole matter to be decided, and where the plaintiff in equity, so far from seeking a double litigation, merely enforced his right to have an equitable question tried in equity, and to prevent the commencement of an action in a court to which the subject matter did not appertain.

A Bill founded on such reasons could not stand a moment's examination, and though it has been read a second time it is with the understanding that it is to be referred to a select committee, where it will be amended by running a pen through all the clauses relating to equitable jurisdiction, and leaving it as it should have been at first, a mere Bill for the amendment of Common Law Procedure. So ends Lord Campbell's first attempt at law reform. We hope the next may be more successful.

LORD CRANWORTH'S BILL.

The Bill to give to "trustees, mortgagees, and others, certain powers now commonly inserted in settlements, mortgages, and wills," which Lord Cranworth has introduced into the House of Lords, and which we in our present number print in full, is an attempt at law reform of the first importance, and one which we cannot too earnestly commend to the careful attention of our readers. The "offices, estates, and circumstances" to which the clauses of the Bill refer are, as will have been seen from its title, those which are most frequently dealt with in the practice of conveyancing; and although the Bill in its present shape could not advantageously be passed into a law without undergoing amendments of considerable extent, still the principle upon which it has been framed is not only a sound one, but, we are convinced, the only principle upon which a measure, aiming, like the present one, at the shortening of legal instruments, can be based with advantage or safety. The causes which have led to the present length of "settlements, mortgages, and wills," are so obvious that we are at a loss to account for their being so often misconceived. It is found, in the transaction of the common affairs of men, to be generally advantageous that persons filling certain offices or capacities, as trustees, tenants for life, mortgagees, and the like, should be invested with certain powers or authorities. The general rules of English law, however, do not provide that the persons filling those offices or capacities should, as a matter of course, be able to exercise these powers or authorities; or, in other words, do not make the powers incident to the offices; and even where the powers have been expressly given with the sanction of all parties interested in the property affected by them, the courts have invariably viewed their exercise with considerable jealousy, and visited with severe penalties any departure from their terms, and any unauthorized execution of them. It has, therefore, been found expedient in all instruments creating the offices or capacities above referred to, to insert at length such powers as experience has shown to be useful; and in order to avoid as far as possible the occurrence of any question with respect to the occasion or extent of their exercise, it has been further customary to provide expressly with great minuteness for every circumstance that may reasonably be expected to occur. It follows naturally from this, that the powers in question cannot be very briefly expressed, and in fact, as is well known, the instruments containing them not unfrequently attain such a length as to appal the unlearned reader, and, even when drawn as concisely as possible, are still far more lengthy than they would be, if by any contrivance the powers could be safely omitted. Various methods of attaining this desirable object have been proposed. It has, for instance, been enacted that, in a given class of assurances, when made by reference to a given statute, certain expressions or phrases should not be confined to their usual grammatical and legal meaning, but should be considered as equivalent to certain other expressions or phrases of greater length. This is the plan of Lord Brougham's Acts of 1845, (8 & 9 Vict. c. 119, 124.) Another idea of the same kind, not unsanctioned by great authority, has been, to print in an Act of Parliament the provisions with whose continued repetition it is desired to dispense, and then to enact that future instruments shall be taken to incorporate in themselves the printed provisions. Neither of these plans, however, has met with much favour from the Profession. They are, in fact, both open to practical objections of great weight. It is impossible that printed forms of considerable length and minuteness of expression, which must be incorporated *verbatim* or not at all, can be adapted to the varying exigencies of daily practice; and even if that could be done, the effect would be, that no instrument could be either drawn or read without continual reference to the printed volume of the statutes, which would, in fact, become a schedule to every assurance. The mere statement of this result sufficiently shows its excessive inconvenience. The remedies in question, moreover, are not less unsound in principle than they would be inconvenient in practice. They deal only with results, instead of boldly attacking the causes; they do not attempt the modification or repeal of an inconvenient or noxious rule of law, but, leaving the rule untouched, they aim only at providing that every conceivable case shall be exempted from its operation. Yet the opposite course is clearly the more philosophical one. The wise physician does not direct his remedies against the mere outward manifestation of disease, even in a case where the outward manifestation constitutes the principal inconvenience of the ailment. He knows that if he can discover and destroy the internal cause of the complaint, the external effects will not long remain to vex the patient; while if he attacks only the outward manifestation, he can never be sure that his remedies comprehend the whole inconvenience of the disease. The most successful law reforms of modern times have been planned with equal soundness of principle. The Fines and Recoveries Act did not attempt only to diminish the expenses attending those ancient "assurances of record," by abolishing fees or cutting down the length of deeds. It dealt directly with the rules of law which made those assurances necessary. The Act to amend the law of real property (8 & 9 Vict. c. 106), by its simple provision that hereditaments should "be deemed to lie in grant as well as in livery," provided for the transfer of real property by a single deed in a manner far neater and more complete than had been done by the clumsy provisions of the Lease and Release Act (4 & 5 Vict. c. 21), and the Act to simplify the transfer of property (7 & 8 Vict. c. 76). Lord Cranworth's measure is based upon the same principle. The evils he desires to remove arise from the fact that "trustees, mortgagees, and others," are not invested by the rules of law with certain usual powers, which are therefore "commonly inserted in settlements, mortgages, and wills;" and he wisely proceeds directly to amend the defective rules of law by making the powers in question incidental to the offices or estates of those to whom they are commonly entrusted. We wish that we could go on to say that the execution of his lordship's design had been equal to its conception. *Magnis tamen excidit ausis.* There is scarcely a clause in the Bill which (not to speak with undue harshness) is not more or less "open to observation." Space will not allow us on the present occasion to comment upon the sections in detail; yet we may find room for a few examples of the careless drafting of which we complain. Clause 1, provides that authority to sell is to imply authority to exchange. Why not also to make partition? Clause 4, authorising conveyances to carry out sales, &c., is not expressed so clearly as would be desirable. Clause 10, relating to the consents of persons having life interests, does not embrace the case of some of such persons being under disability and some not. Clause 11, is absurd, unless read by the light of its marginal note. Clause 13, does not embrace the case of a person entitled to the equity of redemption of personal property being not to be found, or being under disability. Clause 14, does not authorise the application of moneys arising by the sale of mortgaged property in payment of any mortgagee's costs, except those incidental to sales. The Bill contains no provision authorising *mortgagees* to give effectual receipts. Clause 15, seems to deprive lords of manors of one set of fines on the sale of mortgaged copyholds. Clause 27, authorising the appointment of new trustees, does not meet the cases of two trustees retiring simultaneously, or of there being two sets of trustees of the same instrument, or of its being desirable to augment or reduce the number of trustees. Clause 30, should be extended to trustees and administrators as well as executors. It should be stated whether the powers of the Act are to be exercised by a sole trustee, executor, or administrator.

There are other mistakes and omissions in the Bill which, with those which we have mentioned, might perhaps be removed without much trouble. But we must express our conviction, that if the measure is meant to be a satisfactory one, the Bill should be carefully revised by a mind of a higher order and more conversant with the daily practice of the Profession than has yet been employed upon it. We doubt whether any useful reform of conveyancing can be effected without the assistance of ability and experience equal to that employed upon the Fines and Recoveries Act, and the Act to amend the law of real property. In such matters, parsimony becomes the greatest extravagance; but the trite saying that there is nothing so dear as a bad article, is one of which our legislators do not at present seem to appreciate the weight.

ATTORNEYS AND SOLICITORS BILL.

One is sometimes startled by the boldness of misstatement in which the reporters for the public press indulge, in attributing to Honourable Members of the House of Commons observations which, being utterly destitute of foundation in fact, it is, of course, impossible these honourable members could have made.

Thus, on the second reading of the Attorneys and Solicitors Bill, the honourable member for West Worcestershire is charged with having said, that last year the Attorneys and Solicitors Bill came down from the Lords, but was rejected on its merits. As no one knew better than that honourable member that the Bill was not rejected on its merits, it must be simply a calumny on him to allege that he said it was.

Again, the same honourable member is charged with having said that the Incorporated Law Society was a "professional club," which had, no doubt, prosecuted some small offenders; but that the greater culprits—members of their own body—had not been prosecuted by them. The honourable member would, of course, take care to be well informed on the subject on which he spoke, and he therefore knew that the society is not a "professional club;" that for many years it has been intrusted by the Legislature with the onerous and important duties of Registrar of Attorneys; that it has established valuable courses of lectures on all the several branches of the law, open to all clerks of attorneys, which are annually delivered in the Hall by members of the Bar; that terminal examinations of all candidates for admission on the Roll are conducted in the Hall by members of the council, appointed by the Chief Judges of the Courts of Common Law and the Master of the Rolls; that the judges rely on the council to investigate all cases of professional delinquency and mal-practice, and to bring before the Court such of them as deserve exposure and punishment; and that the impartiality and faithfulness with which they have always discharged this most painful but necessary duty, have received the cordial approval of the judges. Knowing all this, it must be a slander on the honourable member to assert that he gave utterance to the observations imputed to him.

The reporters for the press have been equally unscrupulous with the hon. and learned member for Southwark. He is charged with having alleged that the Society had cunningly appropriated clauses from a measure which he had attempted to pass through the House, designed to elevate the character, and improve the position of attorneys, and had altered and mutilated them. As the hon. member took *all* his clauses designed to elevate the character and improve the position of attorneys from the Society's Bill of last session, it may be confidently asserted that the honourable member could not have charged the Society with cunning appropriation of *his* clauses.

And the hon. and learned member for Marylebone must feel indignant with the reporters for having slandered him, by attributing to him an amount of misstatement quite inconsistent with his well-known character for scrupulous care and exactness in ascertaining and stating facts. It is boldly asserted that he alleged that the Society sought power to tax every solicitor —who already pays twelve guineas a-year for his certificate—with an additional sum of 5s., which would yield them a revenue of about £5,000 a-year, for the application of which they would be responsible to nobody. It may safely be affirmed of one so well known as the hon. gentleman, to the profession of which he is a most distinguished member, for high-minded abstinence from exaggeration, that he never could have given utterance to such a statement as this. He well knows that the annual certificate duty on town certificates was some years ago reduced from £12 to £9, and on country certificates from £8 to £6. Nor is he ignorant of the fact that that reduction was obtained from the Chancellor of the Exchequer by the personal efforts of the Society. He also knows that there are not more than 10,000 attorneys, and, consequently, that a tax of 5s. on each would not produce more than £2,500. And of course he knows that the fee at present paid by each attorney on taking out his certificate is 2s. 3d., a fee fixed by the judges several years ago, after full explanation of its necessity; and, consequently, that by the increase of the fee to 5s., not more than £1,375 would be added. He also, as an eminent lawyer who has carefully studied the Bill, knows that it reserves a power to the judges to reduce the fee, and, consequently, that the Society will be responsible to the judges for the application of the fund raised. It must therefore be obvious to every one that the hon. and learned member for Marylebone has been maligned.

And the right hon. member for Calne does not escape misrepresentation. It has been imputed to him, that he said the Bill would enable attorneys to charge interest without the knowledge of their clients, and without giving notice. This statement being at variance with the fact, it is clearly impossible the right hon. gentleman could have uttered it.

BANKRUPTCY AND INSOLVENCY BILL.

For the following observations on the new Bankruptcy and Insolvency Bill we are indebted to Mr. Lawrance, whose acquaintance with the subject and well-known ability give him a right to expect from the profession and from Parliament a careful consideration of his suggestions:—

As the Attorney-General has stated that he is ready to consider any practical suggestions from a practical man, I propose, through you to give, in this and succeeding letters, the result of my perusal of the Bill.

I have for the last thirty years had extensive experience in the law of debtor and creditor, and during a great part of that term been a zealous law reformer, and in common with many other leading practitioners, I am quite prepared to assist in remedying the existing evils in bankruptcy.

Sec. 6.—I think the Court of Bankruptcy and its principal registry should be held in the present buildings in Basinghall-street. A commercial court ought to be brought as closely as possible to commercial men. The city of London is the centre of all commercial and mercantile operations of importance; and bankers, merchants, colonial brokers, ship and insurance brokers, wholesale Manchester warehousemen—in fact, all the important classes whose interests are sought to be affected by the Bill, carry on their business in the city of London.

In bankruptcy the proceedings, unlike proceedings at common law or in courts of equity, do not depend upon written pleadings, but upon verbal statements, books, vouchers, &c.; and it is equally desirable, as well for the judge of the court as for the suitors, that these materials should be readily accessible and available.

I think there should be a separation of larger and smaller estates (sect. 41); but the line of demarcation should not be the amount of assets, but the amount of liabilities. It not unfrequently happens that the liabilities of the debtor are very large, and the assets within the jurisdiction of the Court exceedingly uncertain and small; and yet the case, from the magnitude of the trader's operations, may require investigation

before the chief court. I therefore suggest, that all estates in which the liabilities of the debtor exceed £500 should be administered in Basinghall-street; and those under that amount in Portugal-street.

Sect. 9.—I think the appointment of a chief judge would be a great improvement. We have long wanted some high authority to whom the mercantile community would look up with respect, and who would also, by virtue of his position, influence and control the procedure of the Court. One of the greatest evils of late years has been the want of unanimity amongst the learned commissioners, each pursuing his own independent action. If the old Sub-division court had been retained, which certainly did its work well while it existed, (and why it was abolished I never have been able to discover,) I have no doubt that greater coherence and consistency would have been maintained, and the present sweeping reform rendered in great part unnecessary.

But although I think the appointment of a chief judge valuable for the reasons I have stated, I think there ought to be three assistant judges, two of the three sitting in the chief court in Basinghall-street, and the other one in Portugal-street; whether either of the existing commissioners should be retained for that purpose, I of course leave to a higher judgment than mine; but probably the retention of Mr. Commissioner Holroyd, who has so long and so deservedly maintained his high reputation, and is so eminently popular with the mercantile community and with the profession, would be desirable.

I think the appointment of assistant judges preferable to the delegation of administrative duties to the registrars and judicial duties solely to the chief judge. It is exceedingly difficult to draw the distinction between administrative and judicial duties in bankruptcy. If a proof be tendered in the ordinary form, either *viva voce* or by affidavit, and there be no objection to it, the registrar would receive it and thereby discharge an administrative duty; but if upon the instant an objection should be started as to the subject matter of the proof, and we have no previous notice of an objection, in bankruptcy, then the duty of the registrar would thereupon become judicial, and the creditor would be exposed to the serious inconvenience and increased expense of resorting to the chief judge, who might not be then accessible, upon a matter which an assistant judge would immediately determine.

One at least of such assistant judges should with the chief judge form the court of appeal. He would be enabled to assist the chief judge in all matters of detail with which the latter could not readily become acquainted; of course I would also give the chief judge original jurisdiction which he might exercise if his time were not wholly occupied (as I think it would not be), in hearing appeals.

As the Bill at present stands, the chief judge alone, and without appeal, would decide upon questions of fact and upon matters the most important to the debtor—namely, the granting or withholding his order of discharge. It is proposed by the bill that a debtor in the provinces should have the advantage of two minds to bear upon that question, first, the commissioner of the district court or judge of the county court, and then the chief judge; whereas the London debtor would have but one. This one evil would be remedied by the adoption of my suggestion of giving the assistant judges as well as the chief judge, original jurisdiction, with an appeal to a court consisting of the chief judge and (at least) an assistant judge.

As regards the registrars, bankruptcy practitioners will agree with me, that although personally respectable, they are not competent to discharge the duties proposed to be delegated to them. The chief clerks to the equity judges are solicitors of long standing and great experience, and they discharge their duties admirably, because their previous training has qualified them to deal with matters of detail. The registrars are barristers, and not always appointed with reference to their legal acquirements or commercial knowledge or experience. I believe if the present registrars be required to perform the duties imposed upon them by the Bill, they would throw upon the chief judge an undue amount of business. My proposal to appoint assistant judges with original jurisdiction, would avoid dissatisfaction, delay, and expense, to the suitor. I think that a registrar to each judge would be amply sufficient; and as the registrars are abundantly paid for doing very little, I see no reason for increasing their salaries beyond the present amount, £1,000 per annum

It should, of course, be an inflexible rule that one judge, at the least, should sit daily in Basinghall-street; so that the mercantile community might always have ready access to a properly constituted tribunal.

If my suggestion of discharging all original administrative and judicial duties by a chief and assistant judges in public or private be adopted, then I see no reason for the limitation in sec. 508 of the right of solicitors to appear and plead in chambers without being required to employ counsel.

The framers of the Bill, no doubt, inserted this limitation, contemplating the formation of a permanent bankruptcy bar: but I think this is a mistake; there never has been and there is never likely to be a permanent bar in bankruptcy; simply because the mercantile community, from the nature of bankruptcy business, has not required nor is likely to require, in all cases, the aid of counsel.

For a very long period suitors, in a vast majority of cases, have been content to rely upon the advocacy of either their own solicitor or the solicitor to the bankruptcy, counsel of eminence being retained in special exceptional cases; and there are few men of eminence, either on the bench or at the bar, who have not, from time to time, appeared in Basinghall-street; but it would be a grievous expense to the suitor, whether creditor or debtor, having regard to the loss already sustained by the former and the want of means of the latter, if, as the Bill proposes, in every matter debated in public it shall be necessary to instruct counsel. I prefer treating this as a suitor's rather than as a solicitor's question; for the profit in preparing a brief would considerably exceed the fee paid to a solicitor.

I need scarcely say that advocacy by solicitors for the benefit of suitors has been recognised in successive Acts of Parliament; and every one knows that this is out of no affection for solicitors, who never at any period appear to have received the special consideration of the Legislature.

The Act 1 & 2 Will. 4, c. 56, s. 10, establishing the Court of Bankruptcy, enacts that all attorneys and solicitors may appear and plead without being required to employ counsel, except in proceedings before the Court of Review, and upon trials of issues by juries. This, I think, is the first statutable recognition of a right which undoubtedly existed long before.

The Bankrupt Law Consolidation Act, 1849, 12 & 13 Vict. c. 106, s. 247, contains a similar clause to the foregoing.

The County Courts Act, 15 & 16 Vict. c. 54, s. 10, provides that an attorney shall be entitled to be heard to argue any question; and the Bankruptcy and Insolvency Bill brought in by Lord John Russell, the 16th February, 1859, contained a similar provision (clause 422) to that contained in the 12 & 13 Vict. c. 106, s. 247. I am not aware of any complaints against the existing system in this particular.

I repeat that this ought always to be considered as a suitor's question; and it would be strange if in a Bill professing to make administration in bankruptcy easier and less expensive, a clause is inserted which necessarily imposes an additional burthen on the suitor. I do not suggest that solicitors should appear and plead before the Court of Appeal. I have no doubt it that Court be constituted of a chief judge, and one or more assistant judges, and particular days set apart for the hearing of appeals, there would be an ample attendance of counsel.

I fear in proportion as I lengthen this communication I shall diminish the chance of it being read and considered; but I hope to address you again. Edward Lawrance.

The following observations on the same Bill are by Mr. Albert Turner, of Aldermanbury, to whom we have been already indebted for a valuable communication relating to the new Bankruptcy and Insolvency Bill:—

Sect. 400 provides that if a petition in bankruptcy be filed within seven days or within time allowed for registration, all proceedings thereunder are to be stayed. The Mercantile Law Amendment Society suggest that the time should be increased to *fourteen* days. This certainly seems an improvement.

Sect. 401.—If debtor cannot obtain consent of three-fourths of creditors by reason of absence of creditors or bill-holders, deed to be valid if in form given in schedule H.

N.B.—The schedule H. provides that all the estate shall be conveyed and administered, as *if debtor adjudged bankrupt.*

I would suggest that the Bill should provide that each signature of the creditors should be witnessed and attested by a solicitor, and such solicitor be required to make affidavit that signature has been obtained without collusion or fraud. Deeds are now siigned in the presence of accountants and their clerks, which is very undesirable.

These clauses are somewhat similar to the provisions as to memorandums, &c. in the present bankruptcy statute, but are rendered nearly useless in consequence of the decisions requiring the property to be administered *as in bankruptcy.* The clauses as framed in the Bill do not appear to meet the difficulties that exist, as in future bill-holders can only be bound

where the deed is in the *precise* form provided for by schedule H.

As to petitions for arrangement between debtors and their creditors.

Sects. 402 to 470.—The provisions are similar (with some few improvements) to those contained in the present Bankrupt Law Consolidation Act, 1859.

It gives the debtor power to file a petition for arrangement to obtain protection for his person and property, that after two meetings of creditors (to be convened by circular) shall have been held to consider proposal of debtor, and if three-fifths in number and value of the creditors above £10 assent to such proposal, the same shall be binding on absent and dissentient creditors.

Sect. 404.—The only restriction to any debtor filing such a petition is where he has within five years filed a similar petition.

Sect. 419 provides that if a petition for bankruptcy, summons, or other proceeding, having for its object the bankruptcy of the petitioner is pending—Court may deal with the two proceedings as it shall deem just.

Sect. 449 empowers the Court in certain cases therein specified to dismiss and convert the petition into bankruptcy.

These petitions, under the present Act have been productive of the greatest mischief, they are most generally resorted to by debtors who dread the exposure of the open Court. They should be altogether abolished.

As to the distribution of the estates of deceased debtors.

Sects. 451 to 474.—These provisions seem to be unnecessary. All that is required is, that with regard to the estates of deceased insolvent debtors, that the *creditors*, and not representatives of deceased debtors, should have the control of the administration of the *insolvent* estates in chancery. These suits are now quite as inexpensive as the mode proposed. The Bill merely effects a great change of remedy without holding out any reasonable prospect of adequate benefit; and the profession at large would not, I think, desire to see a great part of the Chancery business transferred to Basinghall-street.

[In Mr. Turner's observations on the duties of official assignees which appeared in these columns last week, it was erroneously stated that by sec. 99 of the Bill, the income of an official assignee out of the chief registrar's fund was limited to £1,600—the sum mentioned in the section being £1,500].

The Courts, Appointments, Promotions, Vacancies, &c.

VICE-CHANCELLOR'S COURT.

(Before Vice-Chancellor Sir W. P. WOOD.)

Lee v. *Dawson*.—April 25.—This case raised a short question under the orders of Hilary Term, 1860, by which answers are directed to be printed.

The orders direct that,—"The clerks of records and writs are not to certify or mark any printed copy of an answer which has any alteration or interlineation in writing."

In this case the solicitor in going through the proof had corrected some errors of the printer, and inserted the words "and tenth," after a reference to "the eighth and ninth paragraphs." The clerk of records and writs refused to certify or mark the printed copy containing these corrections.

Mr. *Bird* applied that the answer might be received, notwithstanding the alterations, which were merely typographical and wholly immaterial.

The VICE CHANCELLOR, after observing that the words of the order were very precise, said that as, with one single exception, the alterations were utterly immaterial, he should in this case allow the answer to be received. The certificate must state precisely where the interlineations occurred, and what was their nature; and the copy left with the clerk of records and writs might be altered so as to make it correspond with the written copy.

ADMIRALTY COURT.

(Before Dr. LUSHINGTON and TRINITY MASTERS.)

April 24.—The learned Judge of this court (Dr. Lushington) intimated that he was about to frame a rule to compel parties to cross actions to be bound by one judgment, in order that there might be no more such cases as the *Ann*, the *Magnet*, and the *Fela Carmen*, in which the same suit had been twice tried.

COUNTY COURT, BURY ST. EDMUNDS.

(Before JOHN WORLLEDGE, Esq.)

Sparke, Clerk of Peace, &c. v. *Frewer*.—*April* 11.—This was an action brought by Mr. Sparke, the clerk of the peace for the borough of Bury St. Edmunds, against Mr. Frewer, the treasurer of the corporation of the same borough, to recover a sum of money which Mr. Sparke claimed to be due to him for fees appertaining to his office as clerk of the peace of the borough. It was agreed between Mr. Sparke and Mr. Salmon, who appeared for the defendant, representing the corporation, that no objection in point of form should be taken, the object being to obtain the opinion of the Court as to Mr. Sparke's right to the fees in question.

The question arose as follows:—By the 124th section of the Municipal Corporation Act, 5 & 6 Will. 4., c. 76, the town council of every borough, having a separate court of quarter sessions and separate commission of the peace, were required to make and settle a table of fees to be taken by the clerks of the peace and the clerks to the justices in such boroughs; and such tables of fees was to be submitted to one of her Majesty's Principal Secretaries of State for his approval, and when the tables of fees were allowed by him they were to have the force of law, and the fees therein mentioned might thenceforth be lawfully taken by the person therein named to be entitled thereunto. In pursuance of this enactment, the town council of Bury St. Edmunds duly prepared two tables of fees with reference to the clerk of the peace—one of fees chargeable on the borough fund, the other not so chargeable; and one table of fees with reference to the clerk to the justices. These tables of fees were, in 1839, submitted to Lord John Russell, then one of her Majesty's Principal Secretaries of State, and were by him approved and allowed, and have ever since been in force in the borough. The first table of the clerk of the peace's fees was headed "Table of fees to be taken by clerks of the peace, for payment of which the borough fund was to be liable;" and this table contained the following items, upon which the dispute between the parties arose:—

	£	s.	d.
17. Order—			
Order for costs of prosecution	0	1	0
18. Recognizance—			
Discharging every recognizance	0	3	6
23. Taxation—			
Taxing and allowing costs	0	2	0

The second table of the clerk of the peace's fees was headed "table of fees to be taken by the clerks of the peace on those occasions and in those matters only in which no claims for expenses or costs can be made on a borough fund;" and this table of fees contained the following item:—

	£	s.	d.
24. Recognizance—			
Every recognizance taken in court, and entering the same in each case, to include the prosecutor, if necessary, and all the witnesses in particular case bound at the same time	0	3	6
Discharging and respiting each recognizance	0	3	6

And the clerks to the justices table of fees contains the following items:—

	£	s.	d.
For recognizance and acknowledgment in case of prosecution, to include prosecutor and witness or witnesses bound at the same time	0	2	6
For each person bound after the first	0	0	6

Mr. Sparke claimed to be allowed 3*s*. 6*d*. for discharging every recognizance under the table of fees chargeable on the borough fund; that is to say, to be allowed as many sums of 3*s*. 6*d*. as witnesses who had been bound over to give evidence in each case, and who appeared and were examined at the trial. The corporation, on the other hand, contended that Mr. Sparke was only entitled to one sum of 3*s*. 6*d*. in each prosecution. Mr. Sparke further claimed to be allowed, under the table of fees chargeable on the borough fund, 2*s*. for taxing the costs and 1*s*. for the order for costs in each prosecution. The corporation, on the other hand, contended that the order for costs was virtually included in the taxation of costs, and that Mr. Sparke was therefore entitled only to the fee of 2*s*., and not to the additional shilling for the order. His Honour, in regard to this latter question, at once expressed his opinion that, as the table of fees chargeable on the borough fund unequivocally gave him both the 2*s*. fee and the 1*s*. fee, he was entitled to both.

In reference to the fees for discharging the recognizances, Mr. Sparke's contention was that the item, "discharging every recognizance, 3*s*. 6*d*." was clear and unequivocal; that each witness bound over to give evidence was bound over in a separate recognizance, in whatever form the record of it might be drawn up, and that therefore he was entitled to a separate 3*s*. 6*d*. for discharging the recognizance of every witness who

appeared and was examined. Mr. Salmon, on the part of the corporation, argued that the tables of fees respectively payable to the clerk of the peace and to the clerk to the justices must be read together, and that the former must be interpreted by the latter, and that as by the latter the clerks to the justices were required to include the prosecutor and all the witnesses in one recognizance, *i. e.* to enter their names on one piece of parchment, so that there should be in fact but one record of the several bindings over, there was in fact, so far as the payment of fees was concerned, but one recognizance entered into in each prosecution, and consequently only *one* to be discharged, and that Mr Sparke was entitled to charge only one sum of *3s. 6d.* for discharging such recognizance in each prosecution; and he also relied upon the Act of 10 & 11 Will. 3, c. 23, s. 7, whereby clerks of assize and clerks of the peace are precluded from taking any fee for the discharge of any recognizance to appear and give evidence from the party bound over.

The learned judge, having stated the facts above set forth, delivered his opinion as follows:—

It appears to me in the first place, that inasmuch as the several tables of fees to which I have referred, when allowed by the Secretary of State, derive their binding effect from the 124th section of the 5 & 6 Will. 4, c. 76, I must consider them as virtually incorporated in that section or as set out in a schedule to the Act; and as in construing any part of an Act of Parliament it is not only allowable, but necessary to consider the whole Act, so in construing these tables of fees we must look at them altogether. But even if I do so I must still adopt the rule of construction laid down by Lord Wensleydale (then Baron Parke) in giving judgment in *Brown* v. *M'Millan*, 7 M. & W. 202, where he says, "Acts of Parliament ought always to be construed as using the words in their common and ordinary sense, unless it appears from the other parts of the enactment that some absurdity or incongruity would follow from so construing them." Applying, then, this rule to the interpretation of these tables of fees, which I look upon as statutory tables and as incorporated in the Act 5 & 6 Will. 4, c. 76, I find Blackstone's definition of a recognizance is as follows: "A recognizance is an obligation of record which a man enters into before some court of record or magistrate duly authorised, with condition to do some particular act, as to appear at the assizes, to keep the peace, to pay a debt, or the like." It seems to me that the obligation into which each recognizor enters is a separate one; and the Statute 11 & 12 Vict. c. 42, s. 20, which defines the duties of a magistrate in binding over the prosecutor and witnesses in a criminal case clearly treats the recognizance of the prosecutor and each witness as a separate obligation. I think, therefore, that in the item upon which Mr. Sparke relies—"Discharging every recognizance, *3s. 6d.*"—the word recognizance must be taken *primâ facie* to mean according to its common and ordinary sense—"the separate obligation of every person bound over." Now, will any incongruity follow from this meaning being given to the word, or any absurdity? Clearly not, in my opinion, for upon looking accurately at the table of fees payable to the justices' clerk, that functionary is entitled to a separate fee for every one bound over; he can, in fact, claim *2s. 6d.* for drawing the parchment record of the recognizances, and for binding over the first person named in such record, and *6d.* for every one bound after the first; if, then, the justices' clerk is to have a separate fee upon each party entering into the recognizance, what incongruity or absurdity is there in allowing the clerk of the peace a separate fee for discharging every person bound over from his recognizance? It remains to notice the argument founded upon the Act of Will. 3, and with respect to this it appears to me that giving as I do the word "recognizance" in the clerk of the peace's table of fees its natural and usual meaning, and considering that that table of fees has the same legal effect as if it was set out in the 124th section of 5 & 6 Will. 4, c. 76, I think the Act of Will. 3 is virtually repealed by the combined operations of the 124th section of 5 & 6 Will. 4, c. 76, and of the table of fees made and allowed in pursuance of it. For how easy would it have been either for the framers of the table of fees or the Secretary of State to have put, instead of "discharging every recognizance, *3s. 6d.*" "discharging prosecutor's recognizance, *3s. 6d.*," and to have added, "N.B.—No fee for discharging any other recognizance." I have now gone through the whole case, and considered, I believe, all the arguments adduced on either side; and the result upon the whole is, that I consider Mr. Sparke's contention correct, and that he is entitled to the fees he claims; and the judgment of the court must be for him, for such sum as may be due upon the principle which I have laid down; and I will only further observe, that if the government, or the town council, think Mr. Sparke too highly paid, the remedy appears to me a very easy one; the town council have only to avail themselves of the power given them by the 124th section of 5 & 6 Will. 4, c. 76, and to make a new table of fees and get it confirmed and allowed by the Secretary of State; and if they do so, I hope they will make it so clear and plain that there may be no doubt upon its meaning.

Judgment for the plaintiff.

POLICE.—Guildhall.

April 23.—William Satterly Bawdon appeared upon a summons taken out by direction of the judge of the Sheriff's Court, to answer the charge of having unlawfully issued a printed notice to a Miss Mary Collett, purporting to be a process of the said court.

Mr. *Harrison*, for the prosecution, stated that the defendant had caused to be delivered to Mary Collett, the defendant in a cause pending in the above court, a printed notice bearing the royal arms at the top, and, after giving the number of the plaint and the names of the parties to the action, intimated that unless the instalments upon a judgment obtained, which fell due on the 20th of February last, were paid on or before that day, an application would be made to the judge for her committal to prison in default for forty days. This notice was calculated to impress ignorant or uneducated persons with the idea that it was an official process, and thereby intimidate them into compliance with the demand without reference to the justice of the claim. It was an evil that unfortunately prevailed to a considerable extent in county courts; and the judge of the Sheriff's Court was anxious to put a stop to the system, if possible, as it interfered materially with the objects for which those courts were established. Mr. Harrison quoted several instances in which persons issuing similar notices had been punished; and in one case a person had signed himself "Clerk to Court," and in another "Registrar of the Court," and the delivery of such notices had been followed by a claim for fees for them as processes of the court. Although no claim was made in this case, it was quite clear that the notice was intended to terrify Miss Collett into paying the amounts claimed, and he should rely upon that point to enable the magistrate to deal with the defendant for the offence stated in the summons.

Mr. *Lewis* appeared for the defence.

Sir J. Musgrove said it was a very important question, and one that ought not to be disposed of lightly, and he would therefore, with the consent of all parties, adjourn the summons at the present stage of the hearing, and in the meantime look through the Acts of Parliament bearing upon the matter, and read all the documents carefully, in order that he might obtain a thorough knowledge of the whole of the facts before giving any decision.

The case was adjourned accordingly.

April 24.—A further hearing of this case was resumed this day at the suggestion of Sir J. Musgrove, when witnesses were examined in support of the prosecution and for the defence. The first witness examined was Mr. Thompson, the assistant-clerk in the Sheriff's Court, who produced the records of the court, showing that a summons had been entered by the defendant against Mary Collett, and a judgment obtained with costs, amounting in all to about *9s. 6d.*

Cross-examined.—The printed form produced did not bear any resemblance to any of the documents or processes used in the court. None of the forms issued from that court bore the royal arms, and they had no form printed in red ink like the alleged fraudulent process.

Mary Collett said she was the defendant in the action in which the present defendant Bawdon was plaintiff. He recovered a judgment against her. She received the printed form produced from one of the defendant's men, and she was very much frightened, and thought it was a judgment summons.

She had never seen a judgment summons, and she believed the notice was one, and sent to the court to ask for time. She thought she would be sent to prison if she did not pay the instalment due.

Witness said she subsequently received a judgment summons from the court, and at the hearing the man who served her with the notice printed in red ink was examined.

Cross-examined.—She never produced the notice in red ink at the court until after the judgment summons. It did not alarm her into paying the money, because she could not pay.

Re-examined.—Her sister took the notice to the court, and she was there told to take it to the defendant and ask for time.

Robert Pretty said he was a commission agent in the tally trade—that is, he received 20 per cent. for all moneys he recovered for persons in the drapery trade. He had been employed by the defendant in getting money in; but he was not his collector. He was directed by the defendant to obtain the amount due from Mary Collett, and he called upon two occasions. He served the printed notice produced, and had bought hundreds of them at the stationers'. He filled up the form produced, and directed it to Mary Collett, but he did not deliver it to her by the authority of the defendant, who did not even know that he made use of such documents to recover the sums he was employed to collect.

Mr. *Lewis* said the alleged agency of this witness fell to the ground, and if he had been examined at first there would have been an end of the case.

Sir J. MUSGROVE said these papers being printed and sold was very detrimental to the public interests, as nobody could doubt for an instant but that the person who sent this notice did so with the intention that it should be received with the belief that it was the process of the county court, a practice which, from the evidence of Mrs. Collett herself, was most pernicious in its effects upon poor and illiterate persons, for whose protection various legislative enactments had been passed, and which the judge of the Sheriff's Court had most worthily determined to uphold to the utmost of his power to carry out the intentions of the Legislature with regard to the interests of the poorer classes. He was bound to say that, had it been proved that the printed notice in question was issued by the defendant's authority, he should have had no hesitation in sending the case for trial. The summons must be dismissed.

THAMES.

April 20.—Mr. Selfe, the magistrate of this court, requested the attendance of Mr. Charles Stoddart and Mr. Joseph Smith, solicitors, and, upon their arrival, said he wished to make a few remarks in their presence, relating to the conviction of a man, named William Dickinson, for disturbing the minister, and hissing in the parish church of St. George's-in-the-East. He (Mr. Selfe) had committed an error publicly, and his acknowledgment of that error ought to be made public. He had fined Dickinson unjustly, without fully understanding the Act of Elizabeth under which he was prosecuted, and, consequently, the conviction was null and void. Under all the circumstances, continued the magistrate, instead of fining William Dickinson two marks, or 26s. 8d., I must mulct myself. The sentence is that I be mulct in two marks of 13s. 4d. each, the penalty I imposed by mistake on William Dickinson. Mr. Stoddart said he was only instructed three minutes before the case was called on, and he had no time to look at the Act of Parliament, which had been very rarely acted upon of late years. Mr. Smith expressed his regret for having misled the magistrate, which he had done under a misapprehension of the Act. Mr. Stoddart: Well, I think we are all in the wrong. Mr. Selfe: No one is to blame but me. The magistrate then handed the amount of the fine to Mr. Stoddart.

Mr. Joseph George Noel, of Newcastle-upon-Tyne, gent., has been appointed a commissioner to administer oaths in the Court of Chancery.

At the levee on Tuesday last, Mr. Justice Blackburn and Mr. Baron Wilde were presented to the Queen by Sir George C. Lewis, the Home Secretary, and had the honour of knighthood conferred upon them by Her Majesty.

Parliament and Legislation.

HOUSE OF LORDS.

Tuesday, April 24.

LAW AND EQUITY.

The LORD CHANCELLOR (who was indistinctly heard), in moving the second reading of this Bill, said that we had arrived at a crisis in law reform; and the question now was whether there should be a further fusion of law and equity. That subject had been commended to the careful attention of Parliament in the speech delivered from the Throne at the commencement of the session, with a view to enable the courts of common law finally to determine in a satisfactory manner any case which might be duly brought before them. There prevailed in this country what he believed was unknown in any other civilized state—a distinction between the law administered in one tribunal and the law administered in another. That had arisen from what he must call the narrow-minded and technical decisions of the common law judges in former times. Justice having been denied to the subject in the courts of common law it became necessary to apply to another tribunal. Another tribunal was constituted, from which the most important advantages were derived by the country; he meant the Court of Chancery. The great men who had presided in that court had constructed a most beautiful system of jurisprudence, the admiration of the whole world. For many generations a conflict went on between the courts on one side of Westminster-hall and the courts on the other, and Lord Mansfield made an attempt to bring about some reconciliation. But that jurist incurred great obloquy for his endeavours, because it had unhappily been the practice of the law courts for centuries before to regard their respective rules as absolute perfection. He remembered, indeed, that when he himself entered the profession the equitable doctrines of Lord Mansfield were sneered at and contemned. Thus things continued until fortunately a commission was appointed by her Majesty to consider what improvements could be made in the courts of equity. The commission consisted of eminent men—viz., Sir J. Romilly, Lord Justice Turner, Sir W. P. Wood, Mr. Justice Crompton, Sir R. Bethell, Sir J. Graham, Mr. Henley, Mr. J. Parker, and Mr. W. M. James. Their recommendations, as far as the courts of equity were concerned, had been almost entirely carried into effect; but he was sorry to say that in the common law courts much yet remained to be done. The commission took the most enlightened view of the subject, and offered most valuable suggestions. In the report which they presented to her Majesty in 1852 they stated:—

"The mischiefs which arise from the system of several distinct courts proceeding on distinct and, in some cases, antagonistic principles, are extensive and deep-rooted. These mischiefs, we believe, have arisen in part from the different principles by which the different courts are governed, and the different systems of law from which those principles are derived, and in part from inherent defects in the powers of the several courts. . . . It happens that, in many cases, parties in the course of the same litigation are driven backwards and forwards from courts of law to courts of equity, and from courts of equity to courts of law. A defendant in an action at law, who has a just ground of defence, is often obliged to resort to equity to control the decision of a court of law, or to restrain the plaintiff at law from proceeding to obtain a judgment which cannot in equity be permitted to be available. . . . Again, courts of law have no powers for the preservation of property pending litigation. A court of equity has such powers; and parties suing in courts of law are thus frequently driven into equity for the preservation of the property pending the suit at law."

The commissioners laid down principles which he wished to see adopted. They said, "It is obviously most desirable that, in every case, the court which has the cognizance of the matter in dispute should be able to give complete relief." Having then discussed the various remedies which had been suggested, they continued:—

"We have arrived at the conclusion that without abolishing the distinction between law and equity, or blending the courts into one court of universal jurisdiction, a practical and effectual remedy for many of the evils in question may be found in such a transfer, or blending of jurisdiction, coupled with such other practical amendments as will render each court competent to administer complete justice in the cases which fall under its cognizance. We think that the jurisdiction now exercised by the courts of equity may be conferred upon courts of law, and that the jurisdiction now exercised by courts of law may be conferred upon courts of equity to such an extent as to render both courts competent to administer entire justice without the parties in the one court being obliged to resort to the aid of the other."

There the ground was laid down on which this Bill was founded,—one cause and one court. It was not proposed that a suit should be brought in the Court of Queen's Bench against a trustee for breach of trust, or that an action for assault and battery should be brought in the Court of Chancery; but that legal rights should be enforced in the courts of common law, and, if equitable questions arose incidentally, that those courts should have power to dispose of them without entailing on the parties the necessity of going to another tribunal, employing another set of counsel, and thus incurring infinite delay and expense. His hon. and learned friend Sir R. Bethell, who was not only a great advocate, but a profound jurist, in an address which he delivered at the inauguration of the Juridical Society in 1855, said:—

"For above a century this country has exhibited the anoma-

lous spectacle of distinct tribunals acting upon antagonistic principles and dispensing different qualities of justice. It is the rule and duty of the one set of courts frequently to refuse to recognize the real right of ownership, to ignore defences and claims founded on the best established rules of justice; and the prevention of gross injury committed in the name of law is made to depend upon the other court being quick enough to overtake and arrest the first in its career of acknowledged injustice, and prevent it from deliberately committing wrong."

The commissioners who were appointed to inquire into the common law procedure had reported on the same subject, and the country was deeply indebted to them for their labours. Whatever might be thought of their suggestions respecting the equitable jurisdiction, their recommendations for amending the pleadings and process of the common law courts would be generally admitted to have been most valuable. During the first nine months after the Procedure Bill of 1852 came into operation, the rules granted by those courts were reduced from 38,009 to 3,081, although a greater number of actions were brought and depending. The Common Law Commissioners were Chief Justice Jervis, Chief Justice Cockburn, Mr. Justice Willes, and Baron Bramwell. In their second report, in 1852, the commissioners stated:—

"We think we shall not outstep the limits of our commission by so far expressing our opinion, upon what is commonly called the fusion of law and equity, as to say that, whether or not it may be thought conducive to despatch of business, and satisfactory to the administration of justice to do away altogether with the present division of labour between the courts of law and equity, so far as that division arises out of the diversity of the subject-matters over which either class of courts exercises an exclusive and complete jurisdiction, it appears to us that the courts of common law, to be able satisfactorily to administer justice, ought to possess, in all matters within their jurisdiction, the power to give all the redress necessary to protect and vindicate common law rights and to prevent wrongs, whether existing or likely to happen unless prevented."

They then went on to recommend specific improvements, on which the present Bill was partly founded. On the recommendation of the commissioners, jurisdiction was given to the courts of common law in all cases where there was an equitable defence; but the courts of equity held that suitors were not bound by the judgment where there was power to set up an equitable defence; so that, if judgment was given against them, they might go into a court of equity, file a bill, and have the whole case tried over again. Sir H. Cairns, a great ornament of the profession, had brought in a Bill which did give to the courts of equity the powers that were required to do full justice to suitors who came before them, whereas formerly it was necessary, when a legal question arose, to go into a common law court, having an issue directed to try the point. Sir H. Cairns' Act enabled the court of equity to decide legal questions arising in an equitable suit; but he was sorry to say that the equity judges were very reluctant to avail themselves of the power, and it was often necessary in an equitable suit to resort to an action in the common law courts to enforce a legal right, and to incur great additional expense by employing two distinct sets of counsel. In their third report the Common Law Commissioners, Cockburn, Martin, Willes, Bramwell, and Walton, pointing out the evils and remedies, said:—

"It is our intention and wish that the result of what is proposed should be engrafted upon and become part of the common law, and that the distinction between common law and chancery law should be so far abolished. If, in addition to this, the Court of Chancery is prohibited from interfering in cases where common law rights are thus rendered capable of complete vindication in the courts of common law, and in which, therefore, its interference will have become useless, the greater part, if not the whole, of the field of conflict will be done away with by confining the operation of the courts respectively to subject-matters peculiar to each. Thoroughly to effect this it is necessary to confer upon common law courts power to give, in respect of rights there recognised, all the protection and redress which at present can be obtained in any jurisdiction, and it is upon this principle that we have acted in our suggestions. If they be carried into effect there will no longer be the spectacle of jurisdictions imperfect in themselves and clashing with one another, but each court will be armed in itself with exclusive jurisdiction over the subject-matter within its cognizance, and with full power to give all the protection and redress which the law at present affords by means of a plurality of suits. The conflict of jurisdiction will be done away with, because the occasion for it will no longer exist. We have only to add that we have given our best attention to the question whether it is necessary to adopt the procedure of the Court of Chancery in cases where it is proposed to borrow from its remedies; and we have arrived at the conclusion, strengthened by an experience of the working of the Common Law Procedure Act of 1854, that the desired object can be attained as effectually, and with less expense, by means of the ordinary proceedings of the common law courts."

This report having been presented to her Majesty, no time was lost to carry it into execution. The Bill of which he now moved the second reading had been framed entirely and exclusively on the suggestions of those eminent lawyers the commissioners. The Bill, for which he took no merit, was drawn by Mr. Justice Willes. He had introduced it without altering a single line. It was approved by all the common law judges. But the equity judges, including the Master of the Rolls and Lords Justices Knight Bruce and Turner, signed a memorial against any further fusion of law and equity. He should not ask their lordships to pass this Bill, unless the objections of the equity judges could be obviated, and therefore he proposed, if the Bill was read a second time, to have it immediately referred to a select committee. Lord Chief Justice Cockburn had assured him that after having carefully considered the question he did not believe those objections to be tenable, and Justice Willes was of a similar opinion. He should not enter in detail into the provisions of the Bill, but he might observe that in those cases in which a court of equity possessed the right on fixed principles to grant relief against the forfeiture of leases, and an ejectment was brought by the landlord against the tenant, relief was sought to be afforded by dispensing with the present dilatory proceedings. The noble and learned lord concluded by moving the second reading of the Bill.

Lord St. Leonards observed that, in so far as the Bill tended to alter the present system of legal proceedings, it might be characterised as a measure calculated rather to promote the confusion than the fusion of law and equity. He should, in the first place, draw the attention of the House to the fact that the commissioners had not been authorised to make the report which they had done, in reference to equity jurisdiction, inasmuch as their inquiry had been directed to the principles of pleading in the courts of common law; the manner of conducting suits before those tribunals, and other circumstances connected with their proceedings. The commissioners had therefore gone beyond the scope of their powers, in reporting that it was expedient to give to the courts of common law all the material functions which were now discharged by courts of equity. And this without the slightest necessity. By this process it was supposed that the two different systems would be amalgamated; but all they would do was to take equity from the courts that understood it, to courts that did not understand it, and persons who were not competent to administer it. If there must be a fusion of the two systems, they must have a code of law drawn up for the purpose. As the law at present existed, no man had ability enough to execute both common law and equity. Let them consider a moment how the courts, the machinery of both systems, stood. There were seven judges in the courts of equity —the Lord Chancellor, the Master of the Rolls, two Judges of Appeal, and three Vice-Chancellors. How they had answered the purpose intended was proved by the fact that in no country was a system of equity law ever so well or so cheaply administered as in England at present. The Lord Chancellor sat separately; the Master of the Rolls and the three Vice-Chancellors were always sitting. What did the Bill propose to substitute for this machinery? The fifteen judges of the common law, whose time was already fully occupied by the business of their own courts. Only a few evenings since the noble and learned lord on the woolsack asked their lordships to agree to the Bill for increasing the powers of the judge of the Divorce Court, on the ground that the common law judges were too much occupied to be able to sit as assistant judges in the Court of Divorce. Then, how was it possible to ask their lordships, without necessity, to transfer the duties of the courts of equity, which they were perfectly competent to execute, to the courts of common law that could hardly do all their own work? They were quite inadequate to discharge the new duties required of them, or undertake the amount of business that now occupied the six equity courts and the seven judges. The consequence of the change would be, the equity courts would not be fully occupied, and the courts of common law would be encumbered with too much work. The machinery of the two systems as at present constituted enabled each division to discharge its own duties. But he thought, with all respect to the common law judges

that they were rather too fond of making cases brought before them the subject of reference to arbitration, which was not the case in the Courts of Chancery. It would be found impossible to transfer the business of one set of courts to the other. It was inevitable that the common law judges should not be learned in the law of equity; yet it was proposed to transfer to them a system of procedure they had never studied, and in which they had not had the practice indispensible to form an equity lawyer. The consequence of referring equity cases to the courts combined must be confusion and a mass of conflicting opinions. He had the greatest respect for the learning of the common law judges in their own line, but common law lawyers themselves would be ready to admit that they were not equity lawyers. If there existed a want of capacity in the judge, insufficient time for dealing with these questions, and a want of adequate machinery for executing the decisions which might be made, with what prospect of success, he asked, could it be proposed to confer equitable jurisdiction on courts of law? By taking on themselves to act under the provisions of this Bill these courts would frequently be forced to take charge of the money belonging to suitors. In Chancery this portion of the duties of the court had been reduced to a perfect system. All moneys were paid in to the Accountant-General, whose office was one of long standing, and who had under him a large staff of clerks, while in the Bank of England there was a large department appropriated to the Court of Chancery, with a view to ensure the security of the funds and their due application. Was it intended that there should be a similar large establishment for the courts of common law, or were they to have a repetition of what had already happened, where a suitor coming to claim his money found that it had been dealt with by the person to whom it was intrusted? In the case of a fraudulent or improvident trustee the person entitled to the equitable estate would have little difficulty, and would incur comparatively trifling expense, in causing the property to be conveyed into proper hands; but before the common law judges a fraudulent trustee would be able to make out a much better case; and under the provisions of this Bill, the owner, he contended, would be compelled to make good his equitable right as against the trustee before it would be competent for the judges to decide on the evidence. The result of the measure, if passed, would be that the equity courts would sit inactive, while the law courts, with insufficient machinery, time, and information, would be engaged in the attempt to execute imperfectly and ineffectually the business which it was sought to withdraw from the proper channel As for amending the Bill in committee, there was but one thing which could be done with it, and that was to run a pen through all the clauses relating to the equitable jurisdiction. The third report of the Common Law Commissioners proposed that certain equitable powers should be given to the law courts, which they refused to assume, on the ground that they had not sufficient jurisdiction. It was not, however, a want of power on the part of the judges, but a want of determination to execute that power, which prevented them from doing so. The judges found—and nobody was better acquainted with the facts than the noble lord on the woolsack—that they were unable to deal with the subject, and they refused to assume the authority which the Act of Parliament had conferred on them. Now, it was proposed, in so many words, that they should have the power which they had before declared they were unable to execute. The Bill directed that in cases where the judges found they were not able to do justice they should let the party go to equity. Was ever such a provision heard of? It was proposed as an improvement on the existing system that powers should be transferred from the court of equity to a court of law, and, if the latter found itself unable to deal with the cases brought before it, the remedy provided was that they should be sent back to the very court to which at the present moment they belonged! He maintained, as he had often done, that the tendency of modern legislation was to drive suitors from the uncertainty and conflict of jurisdictions into an arrangement of their suits by way of arbitration. The Bill proposed to give to courts of law power to enjoin courts of equity not to give relief; and a more monstrous proposition he had never heard. The noble and learned lord had referred to the example of America, where the equity jurisdiction was at one time in a most unsatisfactory state. The remedy applied was to enable judges of the courts of law to sit also as judges of equity; but that was not a fusion of law or equity—it was a mere confusion of judges. The judges of the Court of Exchequer here had at one time an equity jurisdiction; but the result of their being both law and equity judges was that the equity jurisdiction was administered so unsatisfactorily that an end was put to it, by the unanimous assent of all men, at a vast expense in the way of compensations and retiring allowances. And yet Parliament was now asked to sanction the re-establishment of a system with regard to all the courts of law which had already been tried and failed signally. When this Bill was produced it had thoroughly astounded him, and he had no hesitation in saying that his surprise was shared by every lawyer in and out of Parliament. He had suggested to his noble and learned friend on the woolsack to refer it to the working judges of the courts of equity—since the report, of which it was the echo, was drawn up entirely by common law judges. That was done, and the report of the Master of the Rolls and the three Vice-Chancellors was now on the table, condemning the Bill on every ground. To every word of that report he thoroughly subscribed. The Lords Justices had not been included in the reference, but they had also expressed their opinion in strong condemnation of the Bill. Therefore, the noble and learned lord on the woolsack—new to the court and to its practice—stood alone against the other six judges of the court whose lives had been spent in it. A more important question had scarcely ever come before their lordships, and whether the Bill were to be referred to a select committee or not, he should certainly take the opinion of the House in the present stage.

Lord Cranworth said he was not at present prepared to say whether the Bill would be dealt with better in a select committee or in a committee of the whole House; but it was very unfair to endeavour to crush the Bill at once merely because some of the details might be objectionable. The object of his noble and learned friend on the woolsack was to enable every court to complete the suits and to decide finally on every matter brought before it. No one could doubt that it was better that each case should be decided quickly, cheaply, and before one tribunal, rather than before many, and therefore in the object of the Bill he entirely concurred. He thought, for instance, that it was manifestly useful that, when an action of ejectment was brought, the court of common law should be able to restrain parties from committing waste without the necessity of an injunction from the Court of Chancery; and that, if upon an action being brought for forfeiture for non-payment of rent, the money were paid within a certain time, the court of common law should be able to stop the action in the same way as the Court of Chancery could now do. But with regard to the great bulk of the clauses he should feel great reluctance in giving his assent. The real practical reason why they could not make a fusion of law and equity was that one class of subject-matter in litigation required one sort of machinery, and another class required another. If law and equity were fused, all the courts must have the same machinery in order to do justice. As an illustration,—if a person died in debt, a creditor might sue the executor at law and obtain judgment; but then the court of equity would step in and require all the assets to be collected and distributed rateably among all the creditors. The courts of common law could not possibly deal with such a case, because they had not the machinery whereby full justice could be done. The question was not whether the judges were equally competent, but whether the courts had equally competent machinery. All the learning and intelligence in the world would not do unless there were the means to collect the assets and distribute them rateably. On the other hand, there were cases in which it was unjust for the plaintiff to sue at all, yet the defendant could not stop the action without going to the Court of Chancery. It was to meet this state of things that provision was made in the second Common Law Procedure Act, whereby parties were allowed to plead equitable defences if the court did not feel incompetent to deal with the matter. In the first year after the passing of that Act two cases arose which completely illustrated the necessity of the alternative which enabled the courts of common law either to admit or refuse an equitable plea. In the first case, an action was brought in which the equitable defence depended on the defendant executing a proper surrender and doing other acts which the courts of common law had no means of enforcing. In that case, therefore, the plea was not allowed. In the second case an action was brought to recover the value of machinery in a mill. The equitable defence was that £10,000 had been paid for the mill and machinery, but by a mistake the machinery was not mentioned in the bought and sold note. The court of common law could deal with such an issue as that, and the plea was admitted. By this Bill it was proposed to enact that a party should be able to obtain an *ex parte* injunction upon what was called a summons from a judge at chambers. At present such injunctions were only granted by the Court of Chancery to prevent irreparable mischief, upon a Bill and affidavit disclosing all the circumstances both for and

against the party applying. No such security would, as he understood the Bill, be obtained under the present measure. More than this, it was obvious that an injunction granted with the view of preventing irreparable mischief to one person might cause an equal injury to him against whom it was granted. Accordingly, it was essential to justice that there should be an immediate and ready means of getting rid of it. Under the present system the Court of Chancery was in theory, and to a great extent in practice, always open; but if injunctions were to be granted by judges at chambers during vacation it might be several weeks before parties considering themselves aggrieved had an opportunity of applying to a court of common law for their dissolution. He had felt it his duty to state his views upon these subjects to their lordships, but at the same time the Bill contained a great many useful provisions, and he therefore hoped that they would give it a second reading.

Lord Kingsdown said, that no Bill more important in its consequences than this had ever been laid before their lordships; because, whether rightly or wrongly, it would subvert the system of law which had prevailed in England for above 200 years, and would introduce into the administration of justice a confusion and an uncertainty to which the nation had hitherto happily been a stranger. The distinction between law and equity arose from the circumstance that any system of jurisprudence which pretended to affect justice must apply different remedies to the assertion of different rights, and to the redress of different wrongs. The evil which was proposed to be remedied by this Bill, and which the report of the learned commissioners suggested needed a remedy, was not that the system administered by the Court of Chancery required to be altered, not that it was wrong, not that it failed to do justice, but that it would be more efficiently applied by courts other than those to which its administration was now intrusted. The question was not whether some particular items of improvement might be adopted, but whether the general change, termed "a fusion of law and equity," was in itself desirable, and, if so, whether this Bill would satisfactorily carry it into effect. He collected from the report of the commissioners that Lord Cranworth objected on a former occasion to proposals which were again submitted to their Lordships in this measure. In this matter he must say his noble and learned friend had added another to the many acknowledged, or but ill-acknowledged, obligations which the country owed to one who, while he held the great seal, unostentatiously discharged his high duties in a manner that might challenge comparison with his predecessors. The provisions of the Bill with respect to granting injunctions and the hearing of appeals, instead of diminishing delay and expence, would largely increase them. After describing the various costly stages through which litigants would have to pass without obtaining a settlement of the questions in dispute between them, the noble and learned lord said he had every respect for the commissioners on whose recommendations the measure was stated to be based; but it was not in the nature of things that they should understand the equitable principles, practice, or pleading which they desired to apply to the common law courts. It was with surprise he had heard he authority of his learned friend the Attorney-General cited n favour of this Bill.

The Lord Chancellor.—I quoted, in support of the principle of the Bill, his address to the Juridical Society.

Lord Kingsdown continued.—They all knew the precision and accuracy of the Attorney-General; and it was impossible for him to persuade himself that his learned friend had ever given his high sanction to one single clause in this measure. Judging only from the internal evidence of that document, he must say that no man in the slightest degree conversant with the doctrines and practice of a court of equity, could give his sanction to such a Bill as that. It was said to be desirable that the courts of law should possess the jurisdiction by way of injunction now exercised by the courts of equity. And how was it proposed to carry out that object? In the courts of equity an injunction was granted most rarely, and guarded with extreme precautions, in order to restrain the infraction of a right. It was given only in cases where, if withheld, irreparable injury would be done to property. His noble and learned friend said he was responsible for this Bill. One could hardly believe that he had ever read its provisions. While professing to confer this jurisdiction on courts of law, instead of confining it as it had been confined by courts of equity, the Bill actually extended it to every possible case in which actions for breach of contract or other injury might be brought. All actions at common law were founded either on contract or on tort, and in what cases were courts of law to be empowered to issue writs of injunction? Why, before any proceedings had been taken "in all cases of threatened breach of contract, or other injury of such a nature that an action at law for damages might be maintained for the same, it committed." Was there ever anything so monstrous? Any action for a threatened breach of the peace—the most important or the most trivial—might be the subject of these injunctions, because a court of equity might issue them. Looking through this report, as he was bound to do when told it was the foundation of this Bill, he had met with a passage which had rather surprised him, and which he was utterly unable to comprehend. It spoke of the jurisdiction of the Court of Chancery "to entertain bills technically called bills for new trial." He must say he had never heard of such bills. He should apologise to their lordships for entering into these details, but it was important that the matter should be fully discussed. A good deal had been talked of the fusion of law and equity, but he could not help thinking that there ought to have been a fusion of equity and common law judges on the commission. He had no apprehension that this Bill, or anything like it, could ever by possibility pass into law. He had not much apprehension that this Bill would go to the other House of Parliament in its present shape. He confessed he distrusted all these attempts to tamper with the existing legal institutions of the country. Our judicial system was like our legislative system. They were both the native growth of England. They had grown with the growth of the people, and accommodated themselves gradually to their wants. There might be irregularities or a want of symmetry in some parts of the system, but they had combined to give the country a greater share of order, freedom, and security for property, than had ever been enjoyed by any other country under the sun; and he did trust their lordships would pause long before they adopted speculative alterations either to impair the efficiency of the courts or endanger the security of property.

Lord Wensleydale entirely agreed in the panegyric pronounced by his noble and learned friend on the woolsack on the various commissioners who had considered this subject; but he objected to this Bill going so much beyond the original cases in which the equity and common law courts came in contact with each other. He therefore entirely agreed with the noble lord who first addressed their lordships in opposition to this measure as to the extreme impropriety of extending the jurisdiction of common law courts to cases of injunction. The noble and learned lord concluded by observing that he could not concur with Lord St. Leonards in objecting to the motion for the second reading of the Bill.

Lord Chelmsford said he entirely concurred with his noble and learned friends by whom he had been preceded in their opposition to the Bill, and added, that when the question which it involved came on for discussion again, it would be desirable that the House should consider whether a measure of such a character ought to be introduced, proposing to effect, as the greater portion of it did, important alterations in the jurisprudence of the country, and adopted, so far as its reference to a select committee was concerned, because it contained certain clauses which were in themselves unobjectionable.

The Lord Chancellor in reply said, that as the Bill was about to be read a second time without opposition, he should not enter into a discussion of the various objections which had been urged against its adoption. He could not, however, help expressing the great surprise which he felt at the statement which had been made by Lord St. Leonards, to the effect that he regarded it as an act of great presumption on the part of the common law commissioners that they should have dared to meddle with the subject. His noble and learned friend, indeed, seemed to look upon the conduct of the commissioners in that respect as the right rev. bench might be supposed to view a proposal for the rejection of the ten commandments; but he should remind the noble Lord that the commissioners had been authorised to examine how far the courts of common law might be improved, and that they had come to the conclusion that a great obstacle to that improvement was the want of equitable jurisdiction. The having made a report in accordance with the authority with which they were invested, then, constituted the head and front of their offending, and he could not help adding that the objections to the Bill which were founded on that report seemed to him to be based on an entire misapprehension of its meaning, for it did not propose that suits, of whatever character they might be, might be brought indiscriminately before either equitable or common law tribunals; but that if, incidentally, a question of law arose in a suit n equity the equity courts might be empowered to deal with it, and *vice versâ*. Any amendments in the Bill which might be suggested, would, he need hardly say, receive his most careful consideration.

In reply to Lord Chelmsford,

The Lord Chancellor said, when the memorial of the equity judges should be addressed to him he would lay it before the House, and when their Lordships had had an opportunity of reading the objections on one side and the other he should be ready to refer the Bill to a select committee.

The Bill was then read a second time.

Thursday, April 26.

Divorce Court.

On the order for the committee upon this Bill,

Lord St. Leonards said that it was impossible that the decision of a single judge should have so much weight in a case of dissolution or nullity of marriage as that of the full Court, and the result of this measure, which conferred upon the Judge-Ordinary all the powers of the full Court, would, therefore, be to multiply appeals to their Lordships' House. If there was one thing more than another that had for many years past been a ground of complaint, it was the leaving it within the power of a single judge to adjudicate upon matters of great importance. In the Courts of Queen's Bench, Common Pleas, and Exchequer they had four judges sitting to determine questions of inferior interest to those of the dissolution or the nullity of marriage. It had been found necessary, with a view to the due administration of justice, to appoint two judges of appeal to assist with their advice, and if necessary, control the Lord Chancellor himself, the highest law officer of the country. It had also proved inconvenient that the appellate functions of that House should be exercised by two law lords sitting alone, because, if they happened to differ in opinion, the decision of the Court below was practically affirmed by one of them. They were, however, now asked to give to a single judge the power they refused the other day, except to a full Court, composed of the greatest legal authorities in the kingdom. A judge of assize hearing criminal cases, if he experienced any difficulty, walked into another court and consulted his brother judge, and, if he went wrong, there was a court of error or the Home Office to grant relief. It was impossible to speak too highly of the Judge-Ordinary of the Divorce Court; but was it fair to throw upon him individually all the great labour which they had so lately thought required a full court, with the highest judges in the land, properly to dispose of it? If the Judge-Ordinary, sitting alone, decided questions of the dissolution or the nullity of marriage, his judgments would frequently be appealed against. If they then happened to be reversed, it was impossible to exaggerate the dissatisfaction and mischief that would ensue. He had been taunted with objecting to this Bill without offering any alterative proposal of his own. As an individual peer, he had a perfect right to criticise the measures introduced by the Government, although he might not have any counter-measure to submit. But he had in this case a proposition to make to their lordships, and it was one of the simplest nature. It was that there should be one other judge always sitting with the Judge-Ordinary to deal with questions of the dissolution and the nullity of marriage. It could hardly be objected to this suggestion that the judges had no time to attend to this duty, especially when it was remembered that it was now sought to transfer a large equitable jurisdiction to the common law courts, the effect of which would be to double the work of those tribunals. The existing law cast upon the 15 common law judges the duty of attending the Divorce Court in such cases; and, if they could not spare one of their number for this purpose, why was this particular portion of the functions vested in them, any more than in any other, to be cut off from the rest and thrown upon some one else? If the common law judges were not competent to discharge the duties imposed upon them, they ought to have further aid. But certainly they had no higher or more important duty cast upon them by the law than the jurisdiction now in question. If the matter could not otherwise be arranged with the present staff, he would propose that the common law judges should sit, three instead of four. Four was the worst of all courts, because, in case of difference of opinion, there being two on one side and two on the other, no decision could be come to at all.

The Lord Chancellor could not help thinking that his noble and learned friend had fallen into a considerable irregularity. That was his opinion, and he believed it was the opinion of their lordships. On the second reading of the Bill the question was whether the Judge Ordinary should be trusted to sit alone except in cases where he might think it expedient to call in the assistance of a brother judge from the common law courts. That was opposed by his noble and learned friend in a very long and able speech; but that had been answered by Lord Lyndhurst, who had been present this evening, but retired, not supposing that the discussion would be revived. That speech, even from his noble and learned friend, excited unusual admiration and satisfaction. Except Lord St Leonards, there was not a single member who was not convinced by it. The question was, not whether the Judge-Ordinary should sit alone, but whether a considerable portion of the business in the Divorce Court might not be fairly intrusted to him, he having at all times the power of calling in the assistance of another judge; and he did not think it would become him to try to repeat the arguments of Lord Lyndhurst in answer to the statements which had been reiterated. While he was coming into the House he received a letter from the Chief Justice—

Lord Chelmsford rose to order. It was not regular to read a letter on a Bill before the House.

After some discussion the Lord Chancellor read the letter, which was as follows:—

"April 24, 1860.

"My Lord,—Understanding that the Bill introduced by your lordship for remodelling the Divorce Court is about to be discussed in the House of Lords, it occurs to me that it may not be inexpedient that your lordship should be possessed of the view taken by the judges of this matter after a practical experience of two years.

"I trust, therefore, I am not stepping beyond my province in conveying to your lordship what I know to be the unanimous opinion of the judges that the attendance of the common law judges in the Divorce Court, and their consequent withdrawal from the courts to which they properly belong, cannot be continued without great inconvenience and detriment to the judicial department of the public service; while, on the other hand, no corresponding advantage results to the constitution of the Divorce Court itself.

"The fact is, that at the present time the judicial establishment in the superior courts of common law is not more than barely adequate to the discharge of those duties which were incidental to the judicial office before this new duty was imposed on them.

"For, though it is true that the County Courts have to a considerable extent relieved the superior courts of a large extent of the lighter and less important cases, yet the amount of business in the latter never was heavier than at the present moment. The increase of population and of commercial and manufacturing activity, the multiplication of inventions and patents, the right recently conferred on the representatives of deceased persons, where loss of life has resulted from negligence, to bring actions for compensation, the facility afforded by railways for bringing causes to London for trial, with other circumstances unnecessary to detail, produce an amount of important business which presses heavily on the courts; more especially as the modern changes in our procedure (I allude more particularly to the examination of parties, which leads to the calling of witnesses for the defendant in almost every case, and to the allowing of second speeches to counsel for defendants), while tending materially to promote justice, have, on the other hand, a necessary tendency to prolong proceedings in court and to occupy time. Besides this, new duties have been thrown on the court; for instance, on the Court of Queen's Bench, by the power of appeal from the decision of magistrates in petty sessions, given by the Act of 20 & 21 Vict., which, added to the former appeals from quarter sessions, produces an amount of Crown business which occupies the Court two days a-week in every term; on the Court of Common Pleas by the reference to that Court of questions arising on the Railway and Canal Traffic Acts, and of appeals from the decisions of revising barristers.

"The effect of the whole is that the utmost diligence and activity of the judges is no more than adequate to prevent the accumulation of arrears to a serious and mischievous extent.

"In term time it is, as your lordship is aware, absolutely necessary that *nisi prius* sittings should be constantly going on. One judge in each court being thus employed, four would be left for the sittings *in banco*, were it not that during one half of the day another judge is required to attend at chambers, whereby the number is reduced to three. I trust your lordship will concur with me in thinking that the number of the judges for sittings *in banco* ought not to be reduced below the ancient and accustomed number. It is the unanimity of so many as four judges, or in the event of difference, the proportion of the majority, which has given so much authority to the decisions of these courts. It is, no doubt, impossible to prevent the number from being at times reduced to three by the incidents to which I have referred; but when it is considered that the court on applications for new trials is practically a court of

appeal from the ruling of single judges, or from the decisions of juries, that it is often called upon to decide difficult and complicated questions of law, and to settle the construction of important Acts of Parliament, I feel assured I shall have the sanction of your lordship's opinion in saying that the number of the sitting judges of each court ought not to be intentionally reduced below three. Yet the withdrawal of one of the judges for the purposes of the Divorce Court has necessarily the effect of reducing the number to two during a portion of every sitting, and, in case of absence by ill-health or other casualty, would have the effect of reducing the court to a single judge, or, as the alternative, of preventing the sitting at *nisi prius* or attendance at chambers.

"Out of term the inconvenience is still greater. The state of the cause-lists necessitates, as your lordship knows, the constant sitting of the two courts. Attendance at chambers continues to be as necessary as in term. Post-terminal sittings *in banco* are indispensable to dispose of the arrears of term business, and at this period occur the sittings of the Court of Error in the Exchequer Chamber, in which the presence of as many judges as possible is most desirable, and less than six ought not to be dispensed with. Any one of these important courts may be suspended by the withdrawal of two judges (or even of a single one) from their proper and primary duties.

"I have omitted to advert to the sittings of the Central Criminal Court, as well as to the recently established Court of Criminal Appeal, which constitute an additional drain on the strength of the judicial establishment.

"These explanations, of which, fortunately, no one can be better qualified to form a correct estimate than your lordship, will, I conceive, fully bear out the opinion expressed by the judges as the result of their practical experience.

"Equally strong and general is the opinion that the expenditure of judicial force involved in the attendance of the judges in the Divorce Court is, for the most part, pure waste, uncompensated by any advantage to the administration of justice in that court. The great majority of cases dealt with in the Court of Divorce are either undefended, or the facts are too clear to admit of doubt, or, at all events, the question to be decided is one of fact alone, determinable by the evidence, and with which a judge or a judge and jury are perfectly competent to deal, just as the latter would before have been in an action for criminal conversation, or a judge would have been in a suit for divorce in the Ecclesiastical Court. Collusion, the apprehension of which excites so much alarm in these cases, occurs, I am satisfied, much less frequently than seems to be supposed. Where it does, the sagacity and acuteness of one competent judge, especially of so eminently distinguished and able a judge as Sir Cresswell Cresswell, may well be expected to detect and frustrate it. At the same time, as cases will no doubt at times occur involving more than ordinary difficulty, and in which the Judge Ordinary may desire assistance, if, in such cases, no other means can be resorted to for strengthening the Court than the having recourse to the judges, of course the latter must do their utmost to render the required assistance, so far as this can be made consistent with the exigencies of their more immediate duties. What they at present object to, and strongly feel, is the idle waste of their time, imperatively called for elsewhere, in sitting to hear causes in which there is neither necessity nor occasion for their taking part at all. At all events, they confidently trust that the Legislature will relieve them from attendance on the Divorce Court, except where the Judge Ordinary requires their aid, or where appeals are brought against his decisions.

"I have the honour to be, my lord,
"Your obedient and faithful servant,
"A. E. Cockburn.

"The Right Hon. the Lord Chancellor."

The House then went into committee on the Bill.

Clauses 1, 2, 3, 4, 5, and 6 were agreed to.

Lord Cranworth moved the insertion of a clause intended to prevent collusion between the parties to suits of divorce; it provided that a delay of three months should take place between the decision in a case and making the decree absolute. In the interval further evidence might be produced to the Court.

The Lord Chancellor approved the clause; he had in the Bill of last year given power to the Attorney-General to obtain such further evidence in cases in which collusion was suspected. The delay was by no means to be complained of. In France, the decree in such cases was not pronounced till twelve months after the presentation of the petition.

The clause was then agreed to, the Bill went through committee, and the House resumed.

Divorce Court (Ireland).

Lord Chelmsford moved for leave to bring in a Bill to extend the operation of the law of divorce to Ireland.

The Lord Chancellor would not oppose the measure, but to the greater part of the population of Ireland it would be useless.

HOUSE OF COMMONS.

Monday, April 23.

Bankruptcy and Insolvency.

Petitions were presented by Mr. Greenwood, from Ripon; Mr. Bull, from St. Ives; Mr. Davey, from Cornwall; Mr. Buller, from Bideford; Sir G. B. Pechell, from Brighton; and Mr. A. Egerton, from Runcorn; praying that an extended jurisdiction in bankruptcy and insolvency may be given to the several county courts.

The Attorney-General then moved the committal of the Bill *pro formâ*, with a view to the introduction of certain amendments

Attorneys, Solicitors, and Certificated Conveyancers.

A petition was presented by Mr. S. Smith, from Mr. Archibald White, of Great Missenden, Bucks, praying for an alteration in this Bill.

A petition was also presented by Mr. Leatham, from Huddersfield, in favour of the Bill.

Companies.

This Bill passed through Committee, *pro formâ*.

Tuesday, April 24.

Bankruptcy and Insolvency.

Petitions were presented by Mr. Deedes from the Ashford County Court District, and Mr. Greaves from the county of Warwick, for giving jurisdiction in bankruptcy and insolvency to the county courts.

A petition was also presented by Mr. Murray from the Metropolitan and Provincial Law Association in favour of the Bill brought in by the Attorney-General.

Attorneys, Solicitors, Certificated Conveyancers.

A petition was presented by Mr. Greaves from the borough of Warwick in favour of this Bill.

Petition of Right.

This Bill was read a third time and passed.

Wednesday, April 25.

Law of Property.

The House, on this Bill, went into committee.

On clause 1,

Mr. Hodgkinson moved an amendment to prevent the expense now frequently caused by the registration of Crown obligations. At present, when a person became surety to the Crown for malt or other duties his bond was registered against him in the Court of Common Pleas, and the effect of that registration was that the bond immediately operated as a mortgage upon his property, the consequence was that maltsters and others experienced great difficulty in finding sureties.

Mr. Walpole explained that the object of the clause was to prevent judgments operating as a lien on land as against purchasers and mortgagees. It was desired to simplify and not to complicate matters, and he for one should not be disinclined to include in the clause Crown debts as well as the debts of private individuals; but such a proposition had been twice submitted to the House, and the Government for the time being considered that there was an exceptional reason why Crown debts should be treated differently in respect to these judgments.

Sir G. Lewis said his attention had not been particularly called to this matter, which affected more especially the financial department. He believed the Revenue Board were disposed to make a considerable fight for the retention of this security; but he could not at that moment express an opinion as to whether the Chancellor of the Exchequer would think it absolutely necessary for the protection of the revenue to retain the security precisely in its present state with respect to future bonds. He suggested that the amendment should be postponed for the present.

After some observations from Sir F. Kelly, Mr. Rolt, Mr.

Whiteside, and Mr. Longfield, the amendment was withdrawn.

Mr. Hadfield moved the insertion of words in the clause, the effect of which, he said, would be to respect and keep in full force judgments entered up previous to the passing of the Bill, and to confine the operation of the Bill to judgments entered up after it became law.

Mr. Henley, after complaining of the fragmentary mode in which this subject was being dealt with, remarked that all had been said in favour of the clause was, that it would save a search in the registry; but he did not think it would have that effect. According to the amendment proposed by the hon. member for Sheffield (Mr. Hadfield), all judgments in existence previous to the passing of the Bill would remain in force. That, to begin with, would necessitate a search which would be attended with trouble and expense; and if a man entered a memorandum on the registry of the issue of a writ of execution on a judgment one day before the conveyance of an estate was executed and the consideration money paid, that entry would operate as a lien on the land, and would enable the execution creditor to hold the land in spite of the purchaser. Besides much had been said as to the inconvenience of judgments affecting land; but the clause under consideration would not relieve land from judgments, except in the special cases of sale or mortgage. Instead of its being a step to get rid of judgments affecting land, he had great doubt whether its effect would not be to clinch them.

Mr. Walpole said the objection taken by his right hon. friend (Mr. Henley) to the amendment for the hon. member for Sheffield was conclusive. A judgment, when entered upon, was not intended to be simply a security on land, but, once registered in the proper court, remained as a lien on the land for twenty years to come; and the effect of the amendment would be, on the sale or mortgage of any property, to necessitate a search for judgments for twenty years. The objections to the Bill amounted to this, that judgments had been somehow considered as a lien upon land, and that it was now sought to take away that kind of security. There were two kinds of property—freehold and leasehold. A man, for example, had a freehold property worth £20 a-year, but another who was the leaseholder of the adjoining fields, realised thousands a-year by letting the ground on building leases. What was the present state of the law? A judgment entered up could not affect the leasehold property, but it operated against the adjoining freehold, and hung like an incubus on the title to it. The Bill now under consideration would not affect the owner of an estate who did not intend to sell, but would simply operate in the interest of the purchaser or mortgagee of an estate who had become such by the payment of a valuable consideration. The effect of the clause, if passed as it stood, would be that a judgment, where execution had been issued and registered, would remain as a lien upon land for three months, and no longer, from the time when it was registered.

Mr. Barrow contended that no purchaser was safe against secret security given behind his back, so long as it was incumbent on him before making the purchase to search for judgments over a period of twenty years; and that ordinary transactions in the sale of small freeholds could not be carried on if a purchaser's security depended upon a search over so long a period.

Mr. Rolt said it was absurd to designate a judgment as a secret security, for the truth was, that in this country all securities were secret, except judgments which were patent upon the register to all the world. The whole cry of those in favour of improvements in conveyances was, that there ought to be a revision of the whole system, and that every transaction connected with the dealing with land—judgments, conveyances, equitable mortgages, and everything else—ought to appear upon the register. At present, the only thing that appeared upon the register was the record of a judgment; and now a Bill was brought in which practically abolished the record. That was surely a curious *sequitur*. If the clause was to pass, he thought it absolutely necessary that the amendment of the hon. member for Sheffield should be incorporated with it.

Mr. Deasy said, speaking with diffidence on a matter connected with English law, it appeared to him that the effect of the clause would be, whenever a judgment was registered, that the person registering it would be under an obligation either to levy the amount at once, or to require from the debtor some specific security. He doubted whether the Bill would facilitate in any appreciable degree the transfer of land—an object which it was desirable to facilitate, while, on the other hand, it would expose owners of land, who were not relieved from the obligation of searching to considerable expense and inconvenience. That had been the result of a somewhat similar change in the law in Ireland, where, whenever a judgment was registered, the person recovering it immediately, converted it into a statutable mortgage. He trusted the right hon. gentleman would not press the clause.

After a few words from Colonel French and Mr. Hadfield the amendment was negatived.

Sir G. Lewis suggested that it would be advisable to omit the proviso requiring a three months search for judgments, which would create a distinction between landed property and personal property. If the object of the clause was to place freehold property on the same footing in respect to judgments as personal property now stood, it would be well to omit the proviso, but he was inclined to vote generally in favour of the clause.

Mr. Rolt said much greater alterations would be required in the Bill than the omission of the proviso, in order to meet the wishes of the right hon. gentleman.

Mr. James supported the clause, but thought there was great force in the arguments in favour of a postponement of the measure for the present, in order that other measures connected with the same subject which had been promised might be considered at the same time.

Mr. Hadfield objected to an indefinite postponement.

The Committee then divided upon the question that the clause, as amended, stand part of the Bill; when there appeared:—

For the clause	...	...	...	120
Against	...	...	...	50
Majority for the clause			...	70

Clause 2, 3, 4 were agreed to.

Mr. Longfield wished to know whether it was intended the Bill should extend to Ireland.

Mr. Walpole said it was not intended to apply the Bill to Ireland, and a clause specially exempting that country from its operation would be inserted.

Clause 5 was agreed to.

Upon clause 6,

Mr. Rolt expressed an opinion that the clause would promote litigation and would lead to an alteration in the law without laying down any settled rule for the future.

Mr. Walpole said the clause had been approved by the judges and the law lords in the other House.

Sir G. Lewis said the question was whether constructive notice was fraud according to the clause.

Mr. Rolt said it often happened that persons wilfully abstained from inquiries which, if made, would have given them knowledge of facts.

Mr. Longfield thought the clause would in some cases protect *bonâ fide* purchasers, but in others it would give rise to litigation.

Mr. Deasy said the clause was so worded that it would leave much to the discretion of the judges, as it altered the present rule of law and laid down no other.

Mr. Hadfield and Mr. M'Mahon supported the clause.

After some further conversation

Mr. Walpole suggested that the clause should be passed, and that if the opinion of the Attorney-General was adverse to it, some further discussion might take place upon the report.

The clause was then agreed to.

On clause 7, restricting the effects of waiver,

Mr. M'Mahon said this provision would affect leases already existing, and would violate as against the tenant the general rule which now obtained that the waiver of a condition operated as a general waiver, and was not restricted to the particular case.

Mr. Walpole denied that the clause was retrospective, and said that it only assimilated the law of England to that of Ireland. It was not reasonable that, where, for example, there was a continuing covenant, not to assign a waiver of the covenant in one particular instance should operate as a general waiver.

Mr. Longfield said the object of the clause was to get rid of the rule in Dumper's case, which Lord Mansfield said was a case always wondered at and always followed. He supported the clause.

The clause was agreed to.

On clause 8, making provision for cases of future and contingent uses,

Mr. Rolt said, that in practice the doctrine of the *scintilla*

juris was now really never heard of, and the clause therefore merely galvanized a fossil to kill it again.

Mr. Walpole replied that the clause would at all events do no harm, and it would have the effect of rendering unnecessary the learned chapter in *Sugden on Powers*, which was so puzzling to students.

Mr. Rolt.—So that we are to have an Act of Parliament in order that certain chapters may be left out in the next edition of Lord St. Leonards' book.

The clause was agreed to, as was also clause 9.

On clause 10, disallowing the costs in cases of abstracts of title of unnecessary length,

Mr. Hadfield said that under the Act of last year persons who concealed any document material to the title might be indicted for a misdemeanour and imprisoned for two years. This provision naturally rendered solicitors cautious how they omitted anything from the abstract of title, and in one instance which had come to his knowledge the Taxing Master thought the clause justified the insertion of abstracts for which they would not otherwise have been allowed to charge. But the effect of this clause, added to the clause of last year, would be that if a solicitor did not abstract a deed he was liable to indictment, and if did abstract it, though probably advised by counsel to do so, he would not be allowed to charge for it.

Mr. Walpole said that the Act of last year only applied to cases in which the seller of land, his attorney, or agent intended to defraud the purchaser. No prosecution could take place without the sanction of the Attorney General, and, that being so, there was no reason why an abstract of title should be loaded with abstracts of deeds which were totally unnecessary except to swell the profits of the solicitors.

The clause was then agreed to, as was also clause 11.

On clause 12, which repeals the 32nd clause of the 22nd and 23rd of Vict., cap. 35,

Mr. Walpole said he was anxious to explain the course he meant to take with respect to this clause. By the rules of equity, when a person by deed or will gave to his trustees the power of investing money in real securities or Government stock, the Court of Chancery decided that the trustees could make investments in mortgages on land or in Government stock only. No trustee was permitted under such circumstances to invest any property of a testator in Bank or East India Stock. A great hardship arose from this rule; for when a trustee found money invested in Bank Stock, he was compelled to call in the money and invest it in Three per Cent. Consols. The rule was, that no person was entitled to invest money in a way that would be injurious to the remainder man; but, inasmuch as Bank Stock or East India Stock was quite as good for the person in remainder as Three per Cent. Consols, there seemed to be no reason why such a rule should exist. Accordingly a clause was introduced into the Bill of last year to remedy this grievance, and it was that clause which the 12th clause of the present Bill proposed to repeal. The judges in the Court of Chancery thought the clause of last year was not free from ambiguity, and hence the reason why the House of Lords proposed to repeal it. He was in favour of the principles of the clause in the Bill of last year; but, considering that its language was somewhat ambiguous, he had proposed two clauses which he now intended to move in case the former clause were repealed. The clauses he had prepared were in substance the same with that in last year's Bill, only, he hoped, somewhat more clearly expressed; and he had introduced two alterations, one providing that the clause should not come into operation till November, and the other that the powers given to trustees to invest in real securities should not extend to Ireland.

Mr. Rolt thought the clause of last session vicious in principle. The Courts of Equity simply held that when a man, by his will, said his property should be invested in Consols, it ought to be so; but the clause of last session said the will of the testator was not to be carried into effect, but that the property might be invested in Bank Stock. He did not wish that the repeal of the clause should prejudice any act done while it existed, but he hoped it would be repealed, and he might observe that he had the same objections to the clauses prepared by the right hon. gentleman (Mr. Walpole) as to the clause of last year.

Mr. Malins said the rule of the Court of Chancery up to last year was, that if a testator gave specific directions as to the investment of his property those directions were followed; but, if not, that the trust funds must be invested in real security or in Government security. The consequence was that it very often happened that, though a testator's property was invested in good and profitable security, the trustee was obliged to draw it out and reinvest in the Three per cent. Consols, to the ruin, perhaps, of the family. Why should a trustee be prevented from investing in Bank Stock or East India Stock, which gave a much more profitable return than the Three per Cent. Consols? He would agree to the whole of the clause of last year only on condition that the clauses proposed by the right hon gentleman (Mr. Walpole) were to be afterwards adopted.

Mr. Rolt explained that he did not object to the trustee being allowed to invest in Bank Stock and East India Stock if the testator said nothing on the subject.

Mr. Henley took a view different from that taken by the hon. and learned member for Wallingford. He objected to giving power to a trustee to invest money in Bank Stock or in East India Stock when the testator wished it to be laid out in Government securities. He was not friendly to the clause of last year, and did not care whether it was repealed or not, especially as its aplication by the Court of Chancery had been extremely limited.

Mr. Osborne saw no reason why the clause of last year should be repealed, and those of the right hon. gentleman (Mr. Walpole) adopted. The clause of last year seemed perfectly simple and easily understood, and that was probably the reason why the lawyers objected to it.

Mr. Deasy thought it would be better to retain the clause of last year.

Sir F. Kelly said the House seemed to be of opinion that the clause of last year should be substantially retained. Doubts as to the exact meaning of that clause had, however, arisen in the Court of Chancery, and, therefore, he thought they ought to adopt some provision less ambiguous. The difficulty had arisen as to the true meaning of the words "East India Stock," for since the Bill of last year passed New East India Stocks had been created. Perhaps the difficulty could be got over by inserting in the clause of last year the words "any East India Stock, formerly the capital stock of the East India Company."

After some further observations from Mr. Puller, Mr. Ayrton, Mr. Longfield, Alderman Salomons, Mr. Malins, and Mr. Walpole, the clause was struck out.

Mr. Walpole said he had now to propose two clauses which would enable the Court of Chancery to get rid of some inflexible rules relative to the investment of money under the control of the Court. The clauses were as follow:—"It shall be lawful for the Lord Chancellor, Lord Keeper, or Lords Commissioners for the custody of the Great Seal, with the advice and assistance of the Master of the Rolls, the Lords Justices of the Court of Appeal in Chancery, and the Vice-Chancellors of the said Court or any three of them, to make such general orders from time to time as to the investment of cash under the control of the Court, either in the Three per Cent. Consolidated, or Reduced, or New Bank Annuities, or in such other stocks, funds, or securities as he or they shall, with such advice or assistance, see fit; and it shall be lawful for the Lord Chancellor, Lord Keeper, or Lords Commissioners to make such orders as he or they shall deem proper, for the conversion of any Three per Cent Bank Annuities now standing or which may hereafter stand in the name of the Accountant-General of the said Court of Chancery, in trust in any cause or matter, into any such other stocks, funds, or securities upon which, by any such general order as aforesaid, cash under the control of the Court may be invested, all orders for such conversion of Bank Annuities into other funds or securities to be made upon petition to be presented by any of the parties interested, in a summary way, and such parties shall be served with notice thereof as the Court shall direct. When any such general order as aforesaid shall have been made it shall be lawful for trustees, executors, or administrators, having power to invest their trust funds upon Government securities or upon Parliamentary stocks, funds or securities, or any of them, to invest such trust funds, or any part thereof, in any of the stocks, funds, or securities in or upon which by such general order cash under the control of the Court may from time to time be invested."

Mr. Deasy did not see any reason why the clauses should not apply to Ireland.

Mr. Walpole had no objection.

The clauses thus amended were then agreed to.

Mr. Hadfield moved a clause enacting that clause 32 of the 22nd and 23rd Victoria, cap. 35, shall operate retrospectively.

The clause was agreed to.

BANKRUPTCY AND INSOLVENCY.

A petition was presented by Sir H. Wyndham from Wigton for extending the jurisdiction of county courts in cases of bankruptcy and insolvency. Another petition to the same effect was also presented from Halesworth and adjacent parishes in Suffolk.

Thursday, April 26.

BANKRUPTCY AND INSOLVENCY.

A petition was presented by Mr. Stanhope, from Gainsborough, in favour of this Bill.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS.

A petition was presented by Lord Stanley from King's Lynn, in favour of this Bill. Another petition from the Kent Law Association in favour of the Bill was also presented.

NOTICES OF MOTION.

HOUSE OF LORDS.

CHARITABLE USES.

Lord ABINGER has given notice, that on the second reading of this Bill, he will move that it be read that day six months.

HOUSE OF COMMONS.

Tuesday, April 24.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS.

Mr. OSBORNE gave notice that in committee on this Bill he would move to insert the following proviso after clause relating to certificated conveyancers:—

"Provided always, that nothing in this Act contained shall extend to, or be construed to extend to, prevent any person from drawing or preparing any conveyance of, or deed or instrument relating to, any estate or property, real or personal, or any other deed or contract whatever, or any pleadings or proceedings in any court of law or equity, who, at the time of passing this Act, shall *bonâ fide* be carrying on the business, and be established, and in the way of gaining his livelihood in the profession, of a conveyancer, special pleader, or draftsman in equity."

Mr. CROSSE also gave notice that he would move that the following proviso be added to the end of clause 13:—

"Provided that the enactments contained in the 12th section of this Act shall extend and apply, *mutatis mutandis*, to persons hereafter bound by articles of clerkship to attorneys of the Court of Common Pleas of the county palatine of Lancaster, and the Court of Pleas of the county palatine of Durham respectively, and to the judges of those courts respectively."

Friday, April 27.

TRANSFER OF REAL ESTATE.

The ATTORNEY-GENERAL has again deferred bringing in his Bill on this subject until Thursday, the 10th of May.

CORONER.

Mr. CORBETT.—To ask the Home Secretary whether the Government propose to bring in any measure to carry into effect the recommendations of the Select Committee on the office of Coroner.

PENDING MEASURES OF LEGISLATION.

A Bill intituled An Act to give to Trustees, Mortgagees, and others certain Powers now commonly inserted in Settlements, Mortgages, and Wills.

Whereas it is expedient that certain powers and provisions which it is now usual to insert in settlements, mortgages, wills, and other instruments, should be made incident to the estates of the persons interested, so as to dispense with the necessity of inserting the same in terms in every such instrument: Be it enacted, &c., as follows:—

Part I.—Powers of trustees for sale, &c., and trustees of renewable leaseholds.

1. In all cases where by any will, deed, or other instrument of settlement it is expressly declared or manifestly intended that trustees or other persons therein named or indicated shall have a power of sale, either generally, or in any particular event, over any hereditaments named or referred to in or from time to time, subject to the uses and trusts of such will, deed, or other instrument, it shall be lawful for such trustees or other persons, whether such hereditaments be vested in them or not, to exercise such power of sale by selling such hereditaments, either together or in lots, and either by auction or private contract, and either at one time or at several times, or to exchange such hereditaments for any other hereditaments in England or Ireland (as the case may be), and upon such exchange to give or receive any money for equality of exchange.

2. It shall be lawful for the persons making any such sale to insert any such special or other stipulations, either as to title or evidence of title, or otherwise, in any conditions of sale, or contract for sale or exchange, as they shall think fit, and also to buy in the hereditaments or any part thereof at any sale by auction, and to rescind or vary any contract for sale or exchange, and to re-sell the hereditaments which shall be so bought in, or as to which the contract shall be so rescinded, without being responsible for any loss which may be occasioned thereby, and any such sale may be made although the persons making the same may not have in contemplation any particular re-investment of the purchase money in the purchase of any other hereditaments or otherwise.

3. It shall also be lawful for any persons having such power of sale as aforesaid, from time to time to enfranchise any tenement or hereditaments holden of any manor named or referred to in or from time to time, subject to the uses and trusts of the will, deed, or other instrument conferring the power of sale, for such considerations as they shall think reasonable, and also to grant licenses to any copyhold or customary tenants of any manor to build on or otherwise improve all or any part of their tenements, and to make roads and streets in, upon, or through the same, or to annex the same or any part thereof to adjacent ground for the purpose of improvement, and also (for the purpose of building on the sites thereof, or for any other improvement) to pull down any buildings, and also to demise all or any part or parts of their copyhold tenements, for the purpose of building or improving as aforesaid, for any term not exceeding ninety-nine years in possession.

4. For the purpose of completing any such sale, exchange, or enfranchisement as aforesaid, the persons empowered to sell, exchange, or enfranchise as aforesaid shall have full power to convey or otherwise dispose of the hereditaments in question, either by way of revocation and appointment of the use, or otherwise, as may be necessary.

5. The money received upon any sale or for equality of exchange or on any enfranchisement as aforesaid shall be laid out in the manner indicated in that behalf in the will, deed, or instrument containing the power of sale, or if no such indication be therein contained as to all or any part of such money, then the same shall with all convenient speed be laid out in the purchase of other hereditaments in fee simple in possession to be situate in England or Ireland (as the case may be) or of lands of a leasehold or copyhold or customary tenure which, in the opinion of the persons making the purchase are convenient to be held therewith or with any other hereditaments for the time being, subject to the subsisting uses or trusts of the same will, deed, or other instrument of settlement in which the power of sale was contained; and all such hereditaments so to be purchased or taken in exchange as aforesaid as shall be freeholds of inheritance shall be settled and assured to the uses, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, and declarations to which the hereditaments sold or given in exchange were or would have been subject, or as near thereto as the deaths of parties and other intervening accidents will admit of, but not so as to increase or multiply charges; and all such hereditaments so to be purchased or taken in exchange as aforesaid as shall be of leasehold or copyhold or customary tenure shall be settled and assured upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisoes, and declarations, as shall as nearly as may be correspond with and be similar to the aforesaid uses, trusts, intents, and purposes, powers, provisoes, and declarations, but not so as to increase or multiply charges, and so that if any of the hereditaments so to be purchased shall be held by lease for years the same shall not vest absolutely in any tenant in tail by purchase who shall not attain the age of twenty-one years; and any such purchase as aforesaid may be made subject to any special conditions as to title or otherwise.

6. Provided nevertheless, that it shall be lawful for the persons exercising such power of sale or exchange or enfranchisement as aforesaid, if they shall think fit, to apply any money to be received upon any sale or for equality of exchange or for enfranchisement as aforesaid, or any part thereof, in lieu of purchasing lands therewith, in or towards paying off or discharging any mortgage or other charge or incumbrance which shall or may affect all or any of the hereditaments which shall

then be subject to the same uses or trusts as the hereditaments sold or given in exchange.

7. Until the money to be received upon any sale or for equality of exchange or for enfranchisement as aforesaid shall be disposed of in the manner herein mentioned, the same shall be invested at interest for the benefit of the same parties who would be entitled to the hereditaments to be purchased herewith as aforesaid, and the rents and profits thereof, in case such purchase and settlement as aforesaid were then actually made.

8. It shall be lawful for any trustees of any leaseholds for lives or years which are renewable from time to time, either under any covenant or contract or by custom or usual practice, if they shall in their discretion think fit, and it shall be the duty of such trustees, if thereunto required by any person having any beneficial interest, present, or future, or contingent, in such leaseholds, to use their best endeavours to obtain from time to time a renewed lease of the same hereditaments on the accustomed and reasonable terms, and for that purpose it shall be lawful for any such trustees from time to time to make or concur in making such surrender of the lease for the time being subsisting, and to do all such other acts as shall be requisite in that behalf.

9. In case any money shall be required for the purpose of paying for equality of exchange as aforesaid, or for renewal of any lease as aforesaid, it shall be lawful for the persons effecting such exchange or renewal to pay the same out of any money which may then be in their hands in trust for the persons beneficially interested in the lands to be taken in exchange, or comprised in the renewed lease, whether arising by any of the ways and means hereinbefore mentioned or otherwise, and notwithstanding the provisions for the application of money arising from sales, exchanges, and enfranchisements hereinbefore contained; and if they shall not have in their hands as aforesaid sufficient money for the purposes aforesaid, it shall be lawful for such persons to raise the money required by mortgage of the hereditaments to be received in exchange or contained in the renewed lease (as the case may be), or of any other hereditaments for the time being subject to the subsisting uses or trusts to which the hereditaments taken in exchange or comprised in the renewed lease (as the case may be) shall be subject, and for the purpose of effecting such mortgage such persons shall have the same powers of conveying or otherwise assuring as are herein contained with reference to a conveyance on sale; and no mortgagee advancing money upon such mortgage purporting to be made under this power shall be bound to see that such money is wanted, or that no more is raised than is wanted for the purposes aforesaid.

10. Provided always, that no such sale or exchange of hereditaments, or enfranchisement of copyholds, or purchase of hereditaments out of money received on any sale or exchange as aforesaid, shall be made without the consent of the person appointed to consent by the will, deed, or other instrument, or if no such person be appointed, then of the person entitled in possession to the receipt of the rents and profits of such hereditaments, if there be such a person under no disability.

11. Nothing in this part of this Act shall be deemed to empower any trustees or other persons to deal with or affect the estates or rights of any persons soever, except to the extent to which they might have dealt with or affected the estates or rights of any persons if the deed, will, or other instrument under which such trustees or other persons are hereby empowered to act had contained express powers for such trustees or other persons so to deal with or affect such estates or rights.

Part II.—Powers of Mortgagees.

12. Where any principal money is secured or charged by deed on any hereditaments of any tenure, or on any interest therein, the person to whom such money shall for the time being be payable, his executors, administrators, and assigns, shall, at any time after the expiration of one year from the time when such principal money shall have become payable, according to the terms of the deed, or after any interest on such principal money shall have been in arrear for six months, or after any omission to pay any premium on any insurance which by the terms of the deed ought to be paid by the person entitled to the property subject to the charge, have the following powers, to the same extent (but no more) as if they had been in terms conferred by the person creating the charge; namely,

1st. A power to sell or concur with any other person in selling the whole or any part of the property by public auction or private contract, subject to any reasonable conditions he may think fit, and to rescind or vary contracts for sale, or buy in and re-sell the same, from time to time, in like manner:

2nd. A power to insure and keep insured from loss or damage by fire the whole or any part of the property (whether affixed to the freehold or not) which is in its nature insurable, and to add the premiums paid for any such insurance to the principal money secured at the same rate of interest:

3rd. A power to appoint or obtain the appointment of a receiver of the rents and profits of the whole or any part of the property, in manner herein-after mentioned.

13. No such sale as aforesaid shall be made until after six months' notice in writing given to the person or one of the persons entitled to the property subject to the charge, or affixed on some conspicuous part of such property; but when a sale has been effected in professed exercise of the powers hereby conferred, the title of the purchaser shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power, or that no such notice as aforesaid had been given; but any person damnified by any such unauthorized exercise of such power shall have his remedy in damages against the person selling.

14. The money arising by any sale effected as aforesaid shall be applied by the person receiving the same as follows; first, in payment of all the expenses incident to the sale or incurred in any attempted sale; secondly, in discharge of all interest then due in respect of the charge in consequence whereof the sale was made; and, thirdly, in discharge of all the principal monies then due in respect of such charge; and the residue of such money shall be paid to the person entitled to the property subject to the charge, his heirs, executors, administrators, or assigns, as the case may be.

15. The person exercising the power of sale hereby conferred shall have power by deed to convey or assign to and vest in the purchaser the property sold, for all the estate and interest therein, which the person who created the charge had power to dispose of, except that in the case of copyhold hereditaments the beneficial estate or interest only shall be conveyed to and vested in the purchaser by such deed, and thereupon the purchaser of such copyhold hereditaments shall be entitled to be admitted thereto without any surrender for all the copyhold or customary estate therein which the person creating the charge had power to dispose of, on payment of all the customary fines, fees, and other payments which would be payable on surrender and admittance; and no lord of a manor shall be bound or entitled to require any further proof of the due exercise of the power of sale hereby conferred than the production of such deeds of charge and conveyance as aforesaid, nor be liable to any action or suit whatsoever by reason of the sale not having been authorized under this Act.

16. At any time after the power of sale hereby conferred shall have become exerciseable, the person entitled to exercise the same shall be entitled to demand and recover, from the person entitled to the property subject to the charge, all the deeds and documents in his possession or power relating to the same property, or to the title thereto, which he would have been entitled to demand and recover if the same property had been conveyed, appointed, surrendered, or assigned to and were then vested in him for all the estate and interest which the person creating the charge had power to dispose of, and where the legal estate shall be outstanding in a trustee, the person entitled to a charge created by a person equitably entitled, or any purchaser from such person, shall be entitled to call for a conveyance of the legal estate to the same extent as the person creating the charge could have called for such a conveyance if the charge had not been made.

17. Any person entitled to appoint or obtain the appointment of a receiver as aforesaid may from time to time, if any person or persons has or have been named in the deed of charge for that purpose, appoint such person or any one of such persons to be receiver, or if no person be so named, then may, by writing delivered to the person or any one of the persons entitled to the property subject to the charge, or affixed on some conspicuous part of the property, require such last-mentioned person or persons to appoint a fit and proper person as receiver, and if no such appointment be made within ten days after such requisition, then may in writing appoint any person he may think fit.

18. Every receiver appointed as aforesaid shall be deemed to be the agent of the person entitled to the property subject to the charge, who shall be solely responsible for his acts or defaults, unless otherwise provided for in the charge.

19. Every receiver appointed as aforesaid shall have power to demand and recover and give effectual receipts for all the

rents, issues, and profits of the property of which he is appointed receiver, by action, suit, distress, or otherwise, in the name either of the person entitled to the property subject to the charge, or of the person entitled to the money secured by the charge, to the full extent of the estate or interest which the person who created the charge had power to dispose of.

20. Every receiver appointed as aforesaid may be removed by the like authority or on the like requisition as before provided with respect to the original appointment of a receiver, and new receivers may be appointed from time to time.

21. Every receiver appointed as aforesaid shall be entitled to retain out of any money received by him, in lieu of all costs, charges, and expenses whatsoever, such a commission, not exceeding five per centum on the gross amount of all money received, as shall be specified in his appointment, and if no amount shall be so specified, then five per centum on such gross amount.

22. Every receiver appointed as aforesaid shall, if so directed in writing by the person entitled to the money secured by the charge, insure and keep insured from loss or damage by fire, out of the money received by him, the whole or any part of the property included in the charge (whether affixed to the freehold or not) which is in its nature insurable.

23. Every receiver appointed as aforesaid shall pay and apply all the money received by him in the first place in discharge of all taxes, rates, and assessments whatsoever, and in payment of his commission as aforesaid, and of the premiums on the insurances, if any, and in the next place in payment of all the interest accruing due in respect of any principal money then charged on the property over which he is receiver, or on any part thereof, and, subject as aforesaid, shall pay all the residue of such money to the person for the time being entitled to the property subject to the charge, his executors, administrators, or assigns.

24. The powers and provisions contained in this part of this Act relate only to mortgages or charges made to secure money advanced or to be advanced by way of loan, or to secure an existing or future debt.

Part III.—Provisions as to investment of trust funds, appointment and powers of trustees and executors, &c.

25. Trustees having trust money in their hands which it is their duty to invest at interest shall be at liberty, at their discretion, to invest the same in any of the parliamentary stocks or public funds, or in government securities, and such trustees shall also be at liberty, at their discretion, to call in any trust funds invested in any other securities than as aforesaid, and to invest the same on any such securities as aforesaid, and also from time to time, at their discretion, to vary any such investments as aforesaid for others of the same nature: provided always, that no such original investment as aforesaid (except in the Three per Cent. Consolidated Bank annuities), and no such change of investment as aforesaid, shall be made where there is a person under no disability entitled in possession to receive the income of the trust fund for his life, or for a term of years determinable with his life, or for any greater estate, without the consent in writing of such person.

26. In all cases where any property is held by trustees in trust for an infant, either absolutely, or contingently on his attaining the age of twenty-one years, or on the occurrence of any event previously to his attaining that age, it shall be lawful for such trustees, at their sole discretion, to pay to the guardians (if any) of such infant, or otherwise to apply for or towards the maintenance or education of such infant, the whole or any part of the income of such property, whether there be any other fund applicable to the same purpose, or any other person bound by law to provide for such maintenance or education, or not; and such trustees shall accumulate all the residue of such income by way of compound interest, by investing the same and the resulting income thereof from time to time in proper securities, for the benefit of the person who shall ultimately become entitled to the property from which such accumulations shall have arisen: Provided always, that it shall be lawful for such trustees at any time, if it shall appear to them expedient, to apply the whole or any part of such accumulations as if the same were part of the income arising in the then current year.

27. Whenever any trustee, either original or substituted, and whether appointed by the Court of Chancery or otherwise, shall die, or desire to be discharged from or refuse or become unfit or incapable to act in the trusts or powers in him reposed, before the same shall have been fully discharged and performed, it shall be lawful for the person or persons nominated for that purpose by the deed, will, or other instrument creating the trust (if any), or if there be no such person, or no such person able and willing to act, then for the surviving or continuing trustees or trustee for the time being, or the acting executors or executor or administrators or administrator of the last surviving and continuing trustee, or for the last retiring trustee, by writing, to appoint any other person to be a trustee in the place of the trustee so dying, or desiring to be discharged, or refusing or becoming unfit or incapable to act as aforesaid; and so often as any new trustee shall be so appointed as aforesaid all the trust property (if any) which for the time being shall be vested in the surviving or continuing trustees or trustee, or in the heirs, executors, or administrators of any trustee, shall with all convenient speed be conveyed, assigned, and transferred so that the same may be legally and effectually vested in such new trustee, either solely or jointly with the surviving or continuing trustees or trustee, as the case may require; and every new trustee to be appointed as aforesaid, as well before as after such conveyance or assignment as aforesaid, shall have the same powers, authorities, and discretions, and shall in all respects act, as if he had been originally nominated a trustee by the deed, will, or other instrument creating the trust.

28. The power of appointing new trustees hereinbefore contained may be exercised in cases where a trustee nominated in a will has died in the lifetime of the testator.

29. The receipts in writing of any trustees or trustee for any money payable to them or him by reason or in the exercise of any trusts or powers reposed or vested in them or him shall be sufficient discharges for the money therein expressed to be received, and shall effectually exonerate the persons paying such money from seeing to the application thereof, or from being answerable for any loss or misapplication thereof.

30. It shall be lawful for any executors to pay any debts or claims upon any evidence that they may think sufficient, and to accept any composition, or any security, real or personal, for any debts due to the deceased, and to allow any time for payment of any such debts as they shall think fit, and also to compromise, compound, or submit to arbitration all debts, accounts, claims, and things whatsoever relating to the estate of the deceased, and for any of the purposes aforesaid to enter into, give, and execute such agreements, instruments of composition, releases, and other things as they shall think expedient, without being responsible for any loss to be occasioned thereby.

Part IV.—General Provisions.

31. For the purposes of this Act, a person shall be deemed to be entitled to the possession or to the receipt of the rents and income of land or personal property, although his estate may be charged or incumbered, either by himself or by any former owner, or otherwise howsoever to any extent; but the estates or interests of the parties entitled to any such charge or incumbrance shall not be affected by the acts of the person entitled to the possession or to the receipt of the rents and income as aforesaid, unless they shall concur therein.

32. None of the powers or incidents hereby conferred or annexed to particular offices, estates, or circumstances shall take effect or be exercisable if it is expressly declared in the deed, will, or other instrument creating such offices, estates, or circumstances that they shall not take effect; and where there is no such declaration, then if any variations or limitations of any of the powers or incidents hereby conferred or annexed are contained in such deed, will, or other instrument, such powers or incidents shall be exercisable or shall take effect only subject to such variations or limitations.

33. The provisions contained in this Act shall extend only to persons entitled or acting under a deed, will, codicil, or other instrument executed after the passing of this Act or under a will or codicil confirmed or revived by a codicil executed after that date.

34. This Act shall not extend to Scotland.

There occurred during the year 1859 an increase of 742 persons in public departments, and an increase of salaries to the amount of £80,954 15*s.* 9*d.*; of emoluments, to the sum of £927 6*s.* 6*d.*; of retired allowances, to the sum of £19,878 14*s.* 4*d.*; and of expenses, £10,531 10*s.* 10*d.*—total, £112,292 7*s.* 5*d.* On the other hand, the decrease was as follows:—In persons, 51; in salaries, £6,801 10*s.* 7*d.*; in emoluments, £6,602 12*s.* 1*d.*; in retired allowances, £10,563 1*s.* 10*d.*; and in expenses, £101,603 13*s.* 4*d.*—total, £125,570 17*s.* 10*d.*, showing a saving of £13,278 10*s.* 5*d.*

Recent Decisions.

[*By* James Stephen, Esq., *Barrister-at-Law.*]

COMMON LAW.

Law of Arbitration — "Costs to abide event of award," meaning of.

In re Marsack & Webber, 8 W. R., Q. B., 306.

The point involved in this case cannot be more briefly or better stated than it was by Mr. Justice Wightman in delivering his judgment. The matter, said he, to be decided resolves itself into this. When two parties agree to refer *several* disputes to arbitration, and use the words "the costs of the reference and award are to abide the event of the award," are the costs *distributable*, or must there be an event of the award altogether in favour of one party to entitle him to such costs? In the present case, there being matters in difference between A. & B. (two partners), B. sued A. for misrepresentation, and on this action being discontinued, and "all disputes and differences" being referred in the terms above mentioned, the arbitrator by his award decided that there had been no misrepresentation, but that A. owed to B. a balance on the accounts between them. In this state of things, the Court held that on the proper construction of the agreement to refer, there was no "event" of the award entitling either party to costs. They came to this conclusion chiefly on the ground that though several subjects of difference came before the arbitrator, yet they all arose out of a single dispute and contention with reference to one subject matter, that is to say, the partnership. To this extent, therefore—namely, provided the several matters so referred be connected with each other—the Court decided the question above stated in the negative; and held that the event and the costs are not distributable. But the Chief Justice, at all events, distinctly qualified his judgment in a degree; and reserved his opinion whether, provided the matters in difference were both several and distinct from each other, the word "event" must be taken to be applicable only in the single number, so as to prevent either party from obtaining costs. Although, however, "reserving his opinion" judicially, Sir A. Cockburn added, that it seemed to him that it would be fraught with very great inconvenience and injustice to hold, that in such cases the costs might not be distributed according to the decision of the arbitrator, upon the different matters brought under his notice.

It may be remarked that the cases of *Boodle* v. *Davis*, (3 A. & E. 200), and *Yates* v. *Knight* (2 Bing. N. C. 277), were mainly relied upon as showing that in an award (the submission being in the terms of the present case), partly in favour of one party to the reference, and partly of the other, no costs are payable by either party. The proper rule indeed is laid down in "Russell on Awards," (2nd ed.) p. 380, to the following effect:—"Where by the order the costs of the reference and award are to abide the event of the award, and the event is partly in favour of the plaintiff and partly in favour of the defendant, no costs are payable on either side. Accordingly, in *Gribble* v. *Buchanan* (18 C. B. 691), and in *Reynolds* v. *Harris* (3 C. B. N. S. 267), the accuracy of this proposition was admitted. But in a case in the Queen's Bench of about the same date, *The Matlock Gaslight &c. Company* v. *Peters* (6 Ell. & Bl. 215), a distinction was drawn between the costs of the reference and award being directed to abide the event, and the costs of a pending action being directed to abide the event. In the latter case, it seems the party in whose favour the judgment in such action is entered is entitled to the costs, notwithstanding that the award is in other respects in favour of the opposite party.

Action for False Imprisonment—Nature of a "Search Warrant."

Wyatt v. *White*, 8 W. R., Exch., 307.

It appears by this case, that a misapprehension as to the object and effect of an application for a search warrant has existed in the minds even of some of the judges; and as any mistake on this head may easily expose one who has lost goods, and suspects them to be in possession of another, to an action for false imprisonment or malicious prosecution, it is proper to explain that an application for a search warrant involves an application for the arrest of the party in whose possession they shall be. This appears from what is said in "Hale's Pleas of the Crown," (vol. ii. p. 150), in treating of search warrants, which, he says, ought to command the goods found, together with the party in whose custody they shall be, to be brought before a justice, to the end that upon further examination of the fact, both goods and party may be disposed of according to law; and the ordinary form of a search warrant as given in "Oke's Magisterial Synopsis," 6 ed. p. 620, is so framed.

Law of Distress—Responsibility of Landlord's Agent.

Bennett v. *Bayes & Others*, 8 W. R., Exch., 320.

The facts of this case may be shortly stated as follows:—It was an action for a wrongful distress, brought by the tenant against his landlord's agents, by whom the distress had been directed, and also against the broker. There was no doubt that the distress was, in fact, unlawful; because, before any was made, the rent was duly tendered to the agents. The tenant was by them referred to their broker, and he illegally refused to accept the tender till his expenses were paid by the tenant, and proceeded, nevertheless, to cause the warrant of distress which had been given to him by the agents to be executed. There was, therefore, no doubt as to the wrong which was committed by the broker; and the whole question turned upon whether, under the circumstances, the agents were responsible for his wrong, or whether they were anything more than mere conduit pipes for communicating authority from the landlord to the broker, and consequently themselves not answerable for the latter's conduct. It should be mentioned, that the warrant of distress, signed by the agents, was in the usual form, and purported to be "for" the landlord, naming him. The Court of Exchequer decided this question against the agents, and held them personally liable. They proceeded chiefly on the ground that under the circumstances of the case (the landlord residing at a distance, and not having in any way interfered in the matter) the agents were more than the mere transmitters of authority from one person to another. They were, themselves, so held the Court, the orderers of the distress, and this, at the time the order was given, was perfectly legal; consequently, they were liable. It seems, indeed, on general principles, to be very doubtful whether any action could have been successfully maintained against the absent landlord, who was neither previously aware of the intended distress, nor afterwards assented to what had been done. This case should be read in connection with that of *Hurxler* v. *Le Moine* (5 C. B. N. S. 530), noticed in a preceding volume.*

Correspondence.

ORDERS IN CHANCERY.

Sir,—Do pray try to help us unfortunate practitioners in Chancery. After we have all gone to the expense of 7*s.* 6*d.*, which we shall not be allowed for on taxation, or in any other way, and have to pay out of our pockets, in order to supply ourselves with copies of what are called the Consolidated Orders, and are beginning to have some faint idea of what alterations are therein made in the practice, out come some more Orders, which are to be read in connection with, or contradictory to, these (so-called) Consolidated Orders. Fortunate members of the Law Institution get these latter for nothing—but surely the Lord Chancellor, or whoever is answerable in the matter, ought to have made up his mind, before he issued the Consolidated Orders, whether he intended to make further alterations in the practice. In truth, we never have time to learn what the practice is. X.

SOLICITORS AND ATTORNEYS BILL.

Sir,—Herewith is an extract from a leading article of last Saturday's *Illustrated News*. I have written to the editor to correct the errors into which he has fallen, and requested that the correction may appear in the next paper. It may be as well, perhaps, that you should reprint the observations, and let your readers see what is thought and said in a paper of large circulation about the proposed "improvements" of the profession.

April 24. Lex.

The following is the passage referred to by "Lex":—

"A bill for a questionable 'improvement' of the legal profession has advanced a stage. Its educational provisions are excellent, but it proposes to give increased advantages and powers to a class thought to have already quite enough of both. A provision for admitting persons to practise who have not been articled, seems, on the other hand, very unfair to those who are compelled to pay a tremendous stamp duty and a

* 3 Sol. Journ. p. 47.

heavy premium, in addition to going through a long course of probation, and who are supposed to be taken from the classes in which we look for a sense of high honour as well as professional shrewdness."

CHIEF CLERKS IN CHANCERY AND THEIR DEPUTIES.

Sir,—In your number of the 14th April appears a letter from X. Y. Z. In that of the 7th, some remarks of yours on the Court of Chancery Bill. In that of the 17th March, a paper on the increase of chief clerks (communicated); and a letter from myself in reply to one written on the 10th, in answer to a former letter of mine of the 3rd March. This last number also contains three other letters on the same subject. For some time, therefore, the matter has been debated in your columns. The letter of X. Y. Z. and your article of the 10th March treated the appeal from the chief clerk to the judge as if it were (what I hope I may not disrespectfully call) a serious one, whereas there seems to be a remarkable agreement in opinion that in nearly all cases it is a farce—the chief clerks seem to think so (and here my experience differs from X. Y. Z.'s), as they often refuse to adjourn a summons to a judge, and leave the suitor to apply to discharge their orders. No one contends that the decisions of Mr. Buckley are of the least validity, which was the question I originally raised in your columns on the 3rd March. I have been given to understand (which is my principal object in writing) that the other masters' chief clerks have offered to do what he has done, and been refused. If so, the fact ought to be mentioned to their great credit; but I cannot understand (and if the Bill has not passed, I would suggest an instant inquiry in the House) why they could not act as well as Mr. Buckley, P. P. X.

The Provinces.

Bristol.—At the sitting for choice of assignees in the District Court of Bankruptcy under the estate of Thomas Nicholson the younger and Josiah Birt Nicholson, of Gloucester, coal and slate merchants, a proof for £228 17*s.* 6*d.* was tendered by Archibald Frederic Paxton, Esq., of West Cholderton House, Wilts, on behalf of himself, the Right Hon. Henry John Temple Viscount Palmerston, and other parties, trading under the style or firm of the Welsh Slate Company, at New Boswell-court, London, and elsewhere. By the power of attorney which accompanied the proof, Mr. Paxton, for himself and partners, stated that "in case we or either of us shall happen to be chosen assignees or assignee under the petition against the said bankrupts, then, as our and each of our said attorney or attorneys, and for us and each of us, and in our and each of our names, to accept the said trust." If the noble Premier had been appointed one of the assignees of the bankrupt's estate his lordship would probably have obtained a few practical hints for the Government in reference to the new Bankruptcy Reform Bill.

Edinburgh.—The 16th of May next is appointed for the installation of Lord Brougham as Chancellor of the University.

Manchester.—Mr. Roberts, the solicitor of this city, popularly known as the "Miners' Attorney-General," on his arrival at Middlesborough from Manchester a few days since, on his way to the Stockton County Court, was met at the station by a large number of workmen, and greeted with hearty cheers all the way from the station to the Railway hotel, where he took up his quarters. Mr. Roberts is engaged to appear for some workmen in an action brought by them against their masters.

Norwich.—A petition has been presented to the House of Commons against the return of Sir William Russell and Mr Warner, on the ground of bribery, treating, and undue influence.

Oxford.—The Chichele Professor of International Law and Diplomacy (Mr. Bernard) intends to resume his lectures on Wheaton's Elements, and to continue them during the earlier part of the term. At a later period he proposes to lecture on the treaties of Münster and Osnabrück (the peace of Westphalia) and the negotiations which preceded them.

Ireland.

The Incorporated Law Society.—We understand the council of this society met on Wednesday, the 21st instant, for the purpose of electing a president and vice-president to fill the vacancies created by the lamented deaths of William Goddard, Esq., and Richard Meade, Esq., when Richard John Theodore Orpen, Esq., was unanimously elected to the office of president, and Arthur Barlow, Esq., and John Orpen, Esq., were chosen vice-presidents. The result of the election is expected to give great satisfaction to the profession.

Foreign Tribunals and Jurisprudence.

France.—The Minister of Justice has lately published a report which shows an extraordinary increase lately in the judicial separation of married couples. In 1841, and for a few years later, the returns exhibited a little more than 1,000 annual cases, but in 1858 there were no less than 1,977. In the great majority of instances the complaining party was the wife. The male applicants for divorces were only 200.

Unclaimed Chancery Dividends.

The following important notice has just been issued:—

The Lord Chancellor has directed public notice to be given of the following causes, matters, and accounts, in which it appears that the dividends upon certain stocks standing to the credit of such causes, matters, and accounts, have not been dealt with for upwards of fifteen years.

In any petition which may be presented respecting such dividends, the fact of such period having elapsed without any dealing therewith must be expressly stated on the face of the petition.

Allen *v.* Allen.
Allen *v.* Callow. The defendant Mary Callow's account.
Allen *v.* Denny.
Anderson *v.* Green and Anderson *v.* Turnbull.
Adams *v.* Gillett. The account of the defendant Edward Boyd.
Abbs *v.* Livie.
Ames, Mary, a lunatic.
Ashton *v.* Mompesson.
Agassiz *v.* Nunn. Dorcas Gardiner. Annuity account.
Arden, the account of the trustee under the will of the late Joseph.
Andrews *v.* Sewell and Andrews *v.* Lord Hawke.
Attorney-General *v.* Digby, Lord.
——— Dobyns.
——— Fletcher.
——— Lansberry and Attorney-General *v.* Parry. The charity account.
——— Hill and Attorney-General *v.* Phillipps.
——— Martin. The annuitant's account.
——— Southgate. James Mellor's legacy accounts.
——— Sedgwick.
——— Scott. William and Nathan Firth.
——— Sayer.
——— Trevellyan.
——— Walker. The annuitant's account.
——— Webb. The defendant Dorothy Hion's account.
——— Wigmore.
Bainbrigge *v.* Blair. The life estate. Account of the late plaintiff Mary Ann Alsop Bainbrigge.
Benson, otherwise Debenson, *v.* Barlow.
Barry *v.* Barrett and Stanley *v.* Smith. An account of the profits of the real estate of Hugh Smith, Esq.
Barker *v.* Barker. The infant children of Peter Henry Barker.
Boys *v.* Barker.
Bradshaw *v.* Bradshaw. The account of the Darcey Lever estate.
Bishop *v.* Baker.
Butler *v.* Basnett. Sarah Waller, her account.
Basan *v.* Brandon and Basan *v.* Brandon. The account of the mulatto Betsy.
Bailey *v.* Bailey. The account of the indenture of settlement secondly mentioned in the pleadings.
Bowker *v.* Beswick. Richard Beswick and his children's account.
Bowater *v.* Burdett and Rigge *v.* Bowater.
Beaumont *v.* Beaumont. The account of the personal representative of William Francis Bertie Beaumont, deceased.
Birch *v.* Crosland. The account of the estates devised to the plaintiff Sarah Birch, and her children.
——— The account of the estates devised to the defendant John Crosland and his children.
Bedell *v.* Crank.
Browne *v.* Dutton. The defendant Ann Dutton the elder's settlement account.
Bodens *v.* Dod.
Bennett *v.* Dineley.
Bean *v.* Everatt.
Bariff *v.* Footman. The defendant Richard Ray, deceased.
Brown *v.* George. The legatees' account.
Becke *v.* Gibson. Thomas Mawmell's account.
——— The schoolmaster of Heighington's account.
Bell *v.* Hawley.
Brower *v.* Hawys.
Beecher *v.* Heath.
Birmingham and Liverpool Junction Canal Navigation, Ex parte the Company of Proprietors of the. The account of the trustee under the will of John Spencer, deceased.
Birmingham, Bristol, and Thames Junction Railway Company, Ex parte the. The account of All Souls College, Oxford.

Brown v. Jones. The account of rents of the leasehold in Dunk and Halifax-streets.
Brandwood v. Johnson. The account of Solomon Lewis.
Burgis v. Jackson.
Butler v. Kitson. The account of Cuthbert Potts Butler's legacy and interest.
——— The account of George Butler's legacy and interest.
——— The account of William Potts's children.
Bourgeois v. Lankshear.
Bassett v. Leach.
Bowles v. M'Dowall.
Bruce v. M'Pherson. The account of William Stanhope Beecroft.
Ballard v. Milner.
Brussius v. Morgan. William Sparkes and Edmund Bridges, Bart.
Boyd, Walter, Paul Benfield, and James Drummond, Bankrupts. The account of John Bailey and George Prathernon.
Bickley v. Penny, and Wilkes v. Penny.
Beard v. Pinder.
Ex parte the Trustees for executing an Act for repairing, widening, and improving the several roads round the City of Bristol, and for making certain new lines of road to communicate with the same. The account of the lands devised by the will of Dorothy Popham.
Ex parte the children of Benjamin Edward Brown, or other the parties entitled to Nos. 7 & 8, Dog-row, in the parish of St. Matthew, Bethnal-green.
Blackshaw v. Rogers, and Snelson v. Rogers. Margaret Cowper's contingent account, and Frances Roberts and her children's account.
Birch v. Rous. The marriage settlement of John Birch and the plaintiff Ann Birch.
Biddulph v. Roberts.
Bawden v. Sharland. The personal estate of Henry Shortridge Cruwys, deceased.
Braithwaite v. Sayner.
Brown v. Sandford, and Specke v. Sandford.
Blackett v. Stoddart, and Allgood v. Blackett.
Brice v. Stokes, and Brice v. Younge.
——— The account of John Taylor's personal estate.
——— Stokes. The account of the testator John Taylor's personal estate.
——— The account of Harriet Sparrow's legacy and interest.
Bullock v. Stones.
Bennett v. Taylor.
Brown v. Trafford. The account of Jehosaphat Postle, surviving trustee of John Birkbeck.
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ORDER OF COURT.

APRIL 21, 1860.

Whereas from the present state of the business before the Vice-Chancellors Sir Richard Torin Kindersley and Sir John Stuart respectively, it is expedient that a portion of the causes standing for hearing before the Vice-Chancellor Sir Richard Torin Kindersley, should be transferred to the Vice-Chancellor Sir John Stuart. Now I do hereby order, that the several causes mentioned in the schedule hereunto subjoined, be accordingly transferred from the Book of Causes standing for hearing before the Vice-Chancellor Sir Richard Torin Kindersley, to the Book of Causes for hearing before the Vice-Chancellor Sir John Stuart.

CAMPBELL, C.

SCHEDULE.

Plaintiff.	Defendant.		Reference to Record.	
Eglin	Sanderson	Cause	1858 E.	39
Timms	Brown	Motion for decree	1859 T.	71
The Wolverhampton & Staffordshire Banking Company	Neve	Ditto	1859 W.	176
Goodwin	Braine	Cause	1859 G.	155
Cleeve	Cafe	Motion for decree	1859 C.	223
Hammond	Pickernell	Ditto	1860 H.	5
Seobell	Keen	Ditto	1858 S.	137
Lloyd	Jones	Ditto	1859 L.	120
Bonser	Kinnear	Ditto	1859 B.	224
Ball	Seaborn	Ditto	1859 B.	199

CAMPBELL, C.

N.B.—The Vice-Chancellor Stuart will not commence hearing these transferred causes before Friday, the 27th inst.

CECIL MONRO, Registrar.

Queen's Bench.

NEW CASES.—EASTER TERM, 1860.

CROWN PAPER.

Middlesex. The Queen on the prosecution of the Guardians of the Strand Union, Respondents; The Churchwardens and Overseers of St. Giles-in-the-fields, appellants.
Huntingdonshire. } The Queen *v.* The Inhabitants of the Parish of Fletton.
Great Yarmouth. } The Queen on the prosecution of Francis Worship, Esq., and Others, Respondents; Richard John Harrod, Appellant.
Northumberland. } George Embleton, Appellant; Henry Brown, Respondent.
Derbyshire. George Woolley, Appellant; James Corbishley, Respondent.
" George W. Tomlinson, Appellant; James Corbishley, Respondent.
Staffordshire. William Hayes, Appellant; John A. Stevenson, Respondent.
Metropolitan Police District. } Thomas Doick, Appellant; Alexander Phelps, Respondent.
Birmingham. William S. Till, Appellant; Thomas Walker, Respondent.
Brighton. Henry Hill, Appellant; Samuel Thorncroft, Respondent.
Essex. Eliza Clements, Appellant; Amos Smith, Respondent.
W. R. Yorkshire. } Titus Thewlis, Appellant; Henry Richard Kay, Respondent.
Warwickshire. The Queen on the prosecution of William Wheelwright *v.* William Kirkpatrick Riland Bedford and another, Justices, &c.

SPECIAL PAPER.

Dem. Christmas *v.* The London and South Western Railway Company.
" Evans *v.* Attwood and Another.
" Shrubb *v.* Eyre.
" Castrique *v.* Behrens and Others.
" Schlumberger *v.* Lester.
Co. Cot. App. Giles *v.* Scott.
Dem. Bosanquet *v.* Heath.
" Heath *v.* Bosanquet.

NEW TRIAL PAPER.

Middlesex. Fairbank *v.* Green.
" Bickford and Another *v.* Binning, sued, &c.
London. Watkins *v.* Shepherd.
" Matthews *v.* Gibbs and Others.
" Thompson and Others *v.* The North Eastern Railway Company.
" Barry *v.* Shipley.
" Kopetzky *v.* Rudhall.
Bedford. Coleman *v.* Howard.
Norfolk. Wright *v.* Wilkin.
Surrey. Jolly *v.* The Wimbledon and Dorking Railway Company.
" Stansfeld and Another, Assignees, &c., *v.* Dyer.
" Potter *v.* Fellows.
Durham. Ashworth *v.* Stanwix and Another.
" Suddes, Administratrix, &c., *v.* Belleny.
York. Ward *v.* The Albert Life Assurance Company.
" J. Pickard *v.* Pilkington, Bart., and Others.
" Pickard *v.* Isaac and Others.
" Dickinson and Another *v.* Breffit.
" Mitchell *v.* Ackroyd and Others.
" Baxandall *v.* Procter.
Liverpool. Niemann *v.* Moss and Others.
" Wiley *v.* Crawford and Another.
" Wiley *v.* Crawford and Another.
" Powell *v.* Hall.
Liverpool. Deane *v.* Lofthouse.
" Blech *v.* Balleras.
Northampton. Flesher *v.* Trotman and Others.
Derby. The Queen *v.* The Inhabitants of Brailsford.
Bristol. Symes *v.* Hutley.
Oxford. Cole and Others *v.* Denny and Another.
" Shrubb *v.* Eyre.
Gloucester. Evison *v.* The Oxford, Worcester, and Wolverhampton Railway Company.
" Dorset *v.* Muff.
Carmarthen. Thomas *v.* Rogers.
" Davies, an Infant, *v.* Bowen, Clerk.
Glamorgan. Evans *v.* Thomas.
Chester. Adshead *v.* Needham and Another.
" Hall *v.* Crawford and Another.
Tried during Term. } Noble *v.* Le Gros.

Common Pleas.

NEW CASES.—EASTER TERM, 1860.

NEW TRIAL PAPER.

Middlesex. Pockett *v.* Wood.
London. Cocher *v.* Fenn.
" Laming, Administrator, &c., *v.* Gourley.
" Gye *v.* Hughes.
" Kreeft and Another *v.* Croker.
" Cotton *v.* Wood.
" Richardson *v.* Dunn.
" Edens *v.* Heath.
Surrey. Whitmore and Others *v.* L'oyd.
" Russell *v.* Sada Bandeira.
" Fachiri and Another *v.* Milnes.
Devon. Harris *v.* Williams and Others.
Hants. Dawes *v.* Hawkins.
Gloucester. Marfell *v.* The South Wales Railway Company.
Berks. Price *v.* Bragg.
Liverpool. Foxwell *v.* Thomas.
" Docking *v.* The London and Brighton Railway Company (suspended).
" Banks *v.* Humfrey (suspended).
" Standish *v.* Carruthers (suspended).

DEMURRER PAPER.

Ca. by Order and Dem. } Eason *v.* Fletcher and Another.
Ca. Nisi Prius. Jones *v.* Tapling.

Exchequer of Pleas.

NEW CASES.—EASTER TERM, 1860.

SPECIAL PAPER.

Dem. Yates *v.* The Mayor, &c., of Blackburn and Others.

NEW TRIAL PAPER.

Middlesex. Rigby and Another *v.* The Mayor, Aldermen, and Burgesses of Bristol.
London. Searsom and Another *v.* Robinson.
" Reed *v.* Lemon.
Warwick. Peart *v.* Leeson.
Exeter. Beal and Another *v.* The South Devon Railway Company.
Taunton. Browning *v.* The Great Central Mining Company of Devon (Limited).
Stafford. Johnson *v.* Simcock and Another.
" Whitmore *v.* Smith.
" Wootton *v.* Snape.
Hereford. Lowis *v.* The Great Western Railway Company.
Chester. Gimson *v.* Walmsley.
" Mason *v.* The Birkenhead Improvement Commissioners.
" Gough *v.* Hardman.
" Logh *v.* Lillie.
" Parker *v.* Morris.
" Mackay *v.* Ford.
Cambridge. Crick *v.* Warren and Another.
Norwich. Cory *v.* Bond.
Chester. Nayler *v.* Yearsley.
" Appleton *v.* Morrey.
" Plant and Another *v.* Taylor and Others

Newcastle.	Reed *v.* Lamb.
Liverpool	Lythgoe *v.* Vernon.
"	Fraser and Others, Assignees, &c., *v.* Levy and Another.
"	Fraser and Others, Assignees, &c., *v.* Levy.
"	Robson *v.* Lees.
"	Seymour *v.* Greenwood.

Births, Marriages, and Deaths.

BIRTHS.

ROWDEN—On April 22, the wife of Francis Rowden, Esq., of Lincoln's-inn, Barrister-at-Law, of a son.

TROLLOPE—On April 18, the wife of W. M. Trollope, Esq., of Westminster, Solicitor, of a daughter.

MARRIAGES.

BENSLY—DAVIE—On April 19, W. T. Bensly, Esq., Solicitor, Norwich, to Ellen Marianne, youngest daughter of Wm. Davie, Esq., Great Yarmouth.

BLISS—STEED—On April 19, the Rev. William Blowers Bliss, eldest son of the Hon. Mr. Justice Bliss, of the Supreme Court of Nova Scotia, to Emily Grey de Ruthyn, second daughter of the late George Steed, Esq., M.D., of Southampton.

D'URBAN—DOWNES—On April 18, John D'Urban, Esq., of Bedford-row, Solicitor, to Elizabeth, second daughter of the late Thomas Downes, Esq., of Wakefield.

LANGMAN—SMITH—On April 17, Henry Langman, Esq., Solicitor, Wolverhampton, to Susanna, second daughter of the late James Smith, Esq., of Doxey, near Stafford.

MATTHEWS—HARDEN—On April 19, Captain Frank P. Matthews, Royal Sussex Light Infantry Militia, to Harriet Angelina, second daughter of J. W. Harden, Esq., Judge of the County Court, Cheshire, &c.,

NAGLE—DUNLEVIE—On April 19, Edward Preston Nagle, Esq., C.E., of the city of Limerick, to Emily J. Georgina, eldest daughter of George Dunlevie, Esq., of Hermitage, county Dublin, Barrister-at-Law, and grand-niece of the late Right Hon. Thomas Lord Ventry.

PALMER—GREEN.—On April 20, Robert Heyrick Palmer, Esq., of the Inner Temple, Barrister-at-law, to Susan Georgiana, eldest daughter of Edward Mortimer Green, Esq., of Charnwood House, Leicestershire.

PARKER—LONGUEVILLE.—On April 25, Francis Parker, Esq., of Chester, Solicitor, to Cecile Agnes, youngest daughter of the Rev. John G. Longueville, Rector of Eccleston, Cheshire.

YATMAN—MACGREGOR.—April 19, Herbert George, youngest son of the late William Yatman, Esq., of the Inner Temple, to Mary Lyon, only daughter of Alexander Macgregor, Esq., of Sussex-Gardens.

DEATHS.

CLARKE.—On April 21, in his 20th year, John Jennings Clarke, third son of Edward Clarke, Esq., of No. 29, Bedford-row, Solicitor.

HOPE.—On April 20, aged 29, Elizabeth, wife of A. C. Hope, Esq. Solicitor.

KING.—On April 8, at Malta, Captain William Magrath King, Royal Artillery, aged 34, youngest son of Captain King, Military Knight of Windsor, and nephew of the late Right Hon. Lord Chief Justice Tindal.

MACKRELL.—On April 20, aged 17, Lydia Jane, third daughter of William Thomas Mackrell, Solicitor.

MORRISON.—On April 18, Alexander Morrison, Esq., of Ballinakill, Dean of the Faculty of Procurators, in his 74th year.

OSBORNE.—On April 23, Panmure-terrace, Highbury-park. Islington, John Francis Osborne, Esq., Solicitor, aged 71.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

WOOD, WILLIAM, Gent., Mount-street, Walworth, deceased, £892 : 10 Consolidated Three per Cent. Annuities.—Claimed by THOMAS JAMES PARKER, One of the executors.

PENYVRE, FRANCES BRODBELT STALLARD, Widow, the Moor, Herefordshire, Rev. JOHN WEBB, Tretyre, Herefordshire, WILLIAM BEALEY, M.D., Bath, WILLIAM LEAF, jun., Esq., Herne-hill, Surrey, and HENRY YOUNG, gent., Lincoln's-inn-fields, £666 : 13 : 4 Consolidated Three per Cent. Annuities.—Claimed by FRANCES STALLARD PENYVRE, Rev. JOHN WEBB, and WILLIAM LEAF, the survivors.

MEAD, THOMAS WYNTER, Studham-lodge, near Dunstable, HENRY GOUDE, Esq., Stourton-villa, Leamington, £32 : 6 : 5 New Three per Cent. Annuities.—Claimed by HENRY GOUDE, the survivor.

HARDY, RACHAEL AMELIA, Spinster, Sidcup, Kent, deceased, £3,028 : 8 : 9, being the Dividends in arrear on an amount of £118 : 3 : 6 per annum in the Consolidated Long Annuities.—Claimed by LUCY SUSAN MARTHA ANNESLEY, Spinster, the administratrix.

London Gazette.

[*So much of our space being occupied by the "Unclaimed Chancery Dividends," we are compelled to postpone the publication of last night's* Gazette.]

Winding-up of Joint Stock Companies.

LIMITED IN BANKRUPTCY.

TUESDAY, *April* 24, 1860.

WEEDON AND LEAMINGTON RAILWAY COMPANY (limited). A petition to wind up was presented April 21, and will be heard before Com. Fane, May 5, at 11; Basinghall-street.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, *April* 24, 1860.

ANBURN, JOHN, Farmer, Sandhurst, Berks (who died on Dec. 23, 1859). Andrews, Solicitor, Bagshot, Surrey. May 25.

BARR, NATHANIEL, Gent., Manchester (who died on Nov. 19, 1858). Clough, Solicitor, 52, Faulkner-street, Manchester. June 7.

BLUNT, HARRIETT, Spinster, Micheldean, Gloucestershire (who died on April 28, 1859). Ellis, Elliott, & Swan, Solicitors, 6, Queen-street, Gloucester. May 20.

BOUCHER, JOHN, Gent., formerly of Broad-street, Islington, Birmingham but late of the Harborne-road, Edgbaston (who died on Oct. 10, 1859) Balden, Solicitor, 33, Colmore-row, Birmingham. June 24.

EDLIN, HENRY, Yeoman, Cambridge (who died on Feb. 24, 1860). Johnson, Solicitor, 47, Lincoln's-inn-Fields. June 10.

LAMB, Sir CHARLES MONTOLIEU, Bart, Beauport, near Battle, Sussex (who died on March 21, 1860). Murray, Son, & Hutchins, Solicitors, 11, Birchin-lane, London. May 24.

LUFF, WILLIAM BOURNE, Currier, Northampton (who died on Nov. 11, 1859). Dennis, Solicitor, Sheep-street, Northampton. May 21.

READE, FRANCES, Widow, Ringwood, Southampton (who died on or about January 31, 1860). Farrar, Solicitor, 19, Great Carter-lane, London, E.C. June 24.

SHIPMAN, THOMAS, Gent., Mansfield, Nottingham (who died on Sep. 5, 1847). Woodcock, Solicitor, Mansfield, Nottinghamshire. June 1.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *April* 24, 1860.

ANTHONY, PHILIP LEIGHT, Gent., Train, Wembury, Devon (who died on or about Dec. 30, 1858.) Willson & Others *v.* Anthony & Another, V. C. Stuart. May 31.

BAKER, CAROLINE, Widow, Tokenhouse-yard, London (who died in or about August, 1855). Baker & Others *v.* Lovecraft & Others, M. R., May 21.

GANGE, GEORGE, Pianoforte Maker, Lower Belgrave-place, Pimlico (who died in or about August, 1853). Walker *v.* Morton, M. R., May 22.

MITCHELL, JOHN, Esq., Berkeley-square, Westminster (who died in or about July, 1858). Pouget & Others *v.* Mitchell, V. C. Wood, May 21.

SNUGGS, JOHN, Farmer, Crondall, Southampton (who died in or about Sept., 1859). Snuggs *v.* Russell, M. R., May 21.

WARDER, WILLIAM, Gent., Tichborne-street, Edgware-road, Middlesex (who died in or about October, 1837). Powell *v.* Warner, V. C. Stuart, May 21.

WARREN, THOMAS, Builder, Cross-street, Newington Butts, Surrey (who died on or about Nov. 14, 1858). Wilmot *v.* Warren, M. R., May 21.

Assignments for Benefit of Creditors.

TUESDAY, *April* 24, 1860.

ALGER, JETHRO, Plumber and Painter, Witham, Essex. April 5. *Trustee*, W. Rust, Butcher, Chipping-hill, Witham *Sols.* Stevens & Beaumont, Witham.

CAPSTAFF, THOMAS, Tobacco Merchant, York. April 20. *Trustees*, W Donkin, jun., Book-keeper, Newcastle-upon-Tyne; T. Glover, Carver & Gilder, York. *Sols.* Leeman & Clark, York.

GAZE, JOHN, Builder, Great Yarmouth. April 9. *Trustees*, G. H. Murrell, Brick Manufacturer, Surlingham, Norfolk; T. R. Woods, Brick Manufacturer, Oulton, Suffolk. *Sol.* J. L. Cufaude, Great Yarmouth.

GERMAN, JOHN, Tailor and Draper, Chorley, Lancashire. March 26. *Trustees*, W. Brew, Woollen Draper, Liverpool; H. Scowcroft, Widow, Chorley. *Sols.* Staunton & Jones, Chorley.

HALLSWORTH, THOMAS, Brewer, Anderahaw, Manchester. March 24. *Trustee*, J. Halliday, Accountant, Cooper-street, Manchester. *Sols.* Richardson, Hinnell, & Richardson, 23, Dickinson-street, Manchester.

HEATHER, JOHN, Surgeons' Instrument Maker & Cutler, 3, Bedford-court, Covent-garden, & 9, Cranbourne-street, Leicester-square. March 26. *Trustees*, T. B. Webster, Manufacturer, Sheffield; J. Holder, Chemical Manure Manufacturer, Scarp Castle, Brighton. *Sol.* Gainsford, Sheffield.

MITCHELL, WILLIAM, Stationer & Tea Dealer, Steyning, Sussex. April 16. *Trustees*, J. Baker, Grocer & Draper, Steyning; A. Cox, Plumber & Glazier, Steyning. *Sol.* Ingram, Steyning.

NELLIST, JOHN, Grocer & Tea Dealer, Darlington. April 13. *Trustees*, J. Kay, Tallow Chandler, Darlington; S. Hare, Accountant, Darlington. *Sol.* Ornsby, Darlington.

Bankrupts.

TUESDAY, *April* 24, 1860.

ENGLAND, JOHN, Photographic Apparatus Manufacturer, 55 Upper Charlotte-street, Fitzroy-square. *Com.* Fane: May 5, at 11; and June 1, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sols* Pocock & Poole, 58, Bartholomew-close. *Pet.* April 20.

HAMMOND, ABRAHAM, & JOHN NEVARD, Builders, Lee, Kent. *Com.* Goulburn: May 7, at 1.30; and June 4, at 2; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Drew, 4, Basinghall-street. *Pet.* April 23.

HOAD, WILLIAM DANIEL, Ship Builder, Watchbell-street, Rye, Sussex. *Com.* Goulburn: May 7, and June 4, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Lovell & Co., Gray's-inn, or Butler, Rye, Sussex. *Pet.* April 18.

UNDERHILL, JOSEPH, Ironmonger, Plymouth. *Com.* Andrews: May 14, and June 4, at 12.30; Athenæum, Plymouth. *Off. Ass.* Hirtzel. *Sols.* Rooker, Lavers, & Matthews, Plymouth. *Pet.* April 20.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *April* 24, 1860.

ABBOTT, GEORGE FREDERICK, Draper, Clonakilly, Cork, Ireland, and at Manchester. May 17, at 12: Manchester.—BACH, HENRY, Hosier, Sheffield. June 2, at 10; Sheffield.—CLAYTON, WILLIAM, Langcliffe, Yorkshire; WILLIAM CLAYTON, Lostock in Walton le Dale, Lancashire; and WILLIAM WILSON, Preston, Bankers and copartners. May 17, at 12; Manchester.—CLEVER, JOSEPH, & CALEB STANGER, Builders, Kent Wharf, Queen's-road-bridge, Haggerstone, Middlesex. May 16, at 12.30; Basinghall-street. Sep. est.—COHN, JOHN HENRY, East India and General Merchant, 2, Riches-court, Lime-street, London. May 16, at 12; Basinghall-street.—DEMETRIADI, PIETRO DEMETRIUS, Merchant, Manchester. May 16, at 12; Manchester.—PORTER, JOSEPH, JOSEPH WARMSLEY PORTER, THOMAS WARMSLEY PORTER, ROBERT ROGERS, Screw Bolt Manufacturers, Salford (Porter & Co.) May 16, at 12; Manchester.—POWELL, CHARLES, & EDWARD COOKE, Mining Share Dealers, 8, Hercules-chambers, Old Broad-street. May 16, at 11; Basinghall-st.—POWNING TRISTRAM, Grocer & Tea Dealer, Truro. May 9, at 12; Exeter. SENTANCE, WILLIAM RUMSEY, Druggist, Upper Thames-street, London, May 16, at 2; Basinghall-street.—SALMON, VOHS, Wholesale Boot and Shoe Manufacturer, of Limehouse and Norwich; May 16, at 12; Basinghall-street.—SEYMOUR, RICHARD, Grocer and Farmer, Downham, Cambridgeshire; May 16, at half-past one; Basinghall-street.—SINCLAIR, DONALD, Apothecary and Chemist, Bath-place, Peckham; May 16, at 1; Basinghall-street.—WAITE, ALEXANDER, Draper and Clothier Berwick-upon-Tweed; June 8, at 12; Newcastle-upon-Tyne.—WRIGHT THOMAS, Builder, Saffron Walden; May 18, at 11, Basinghall-street.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *April* 24, 1860.

BRAME, WILLIAM RAWSON & JOHN BRAME, jun., Printers, Birmingham. May 21, at 11; Birmingham.—LEEMAN, JOHN GREEN, Draper, Ilkeston, Derby. May 22, at 11.30; Nottingham.—MUSTON, CHARLES, Watch Case Maker, Saint James, Clerkenwell, Middlesex. May 18, at 12; Basinghall-street.—PRICE, CHRISTOPHER, Butcher, Dudley-street, Wolverhampton. May 21, at 11; Birmingham.—SIMONS, GEORGE & MOSES SIMONS, Watch Manufacturers, 49, King's-square, Goswell-road (G. & M. Simons). May 15, at 12; Basinghall-street.—STAIT, FRANCIS HENRY, Baker, Cardiff.—May 22, at 11; Bristol.—THORPE, WILLIAM JACOB, Painter, Plumber, & Glazier, Commercial-road, New Peckham, Surrey. May 18, at 11.30: Basinghall-street. — WRIGHT, THOMAS, Builder, Saffron Walden, Essex.—May 18, at 11; Basinghall-street.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *April* 24, 1860.

CORESSY, NICHOLAS, & PAUL MAXIMUS, Merchants, 17, Threadneedle-street, London. April 14, 2nd class.—FISHER, ARTHUR, Grocer & Tea Dealer, Nottingham. April 17, third class.—HALSTEAD, DAVID, Worsted Dyer. Hargreaves-street, Manchester. April 18, 2nd-class.—PLATT, JOSEPH Slater, & HENRY SUTCLIFF, Manufrcturers & Commission Agents, Manchester. April 17, 3rd. To Joseph Slater Platt.—PORTER, JOSEPH, JOSEPH WALMSLEY PORTER, THOMAS WALMSLEY PORTER, and ROBERT ROGERS, Screw Bolt Manufacturers, Salford, Lancashire, first class.—WATTS, WILLIAM, Builder, Southam, Warwick. April 23, 3rd class.—WHITE, GEORGE, Grocer & Provision Dealer, Great Hamdton-street, Birmingham. April 23, 3rd class.

Scotch Sequestrations.

TUESDAY, *April* 24, 1860.

BYERS, THOMAS, Builder, formerly of Spinnymoor, Durham, now residing in Warwick-street, Laurieston, Glasgow. April 27, at 12; Cranston's Crow-hotel, George-square, Glasgow. *Seq.* April 20.

CARTER, PHILLIP ALLWORTH, Commission Agent, formerly of Market Harboro', Leicester, now residing in 39, Norfolk-street, Glasgow. April 27, at 12; Globe-hotel, George-square, Glasgow. *Seq.* April 19.

COPLAND, ALEXANDER MILNE, Commission Merchant & Ship Broker, Dundee, as an individual, and as a partner of the firm of Taylor, Copland, & Co., Commission Merchants & Ship Brokers, Dundee. May 1, at 1; British hotel, Dundee. *Seq.* April 19.

DUNCAN, ROBERT, Farmer, Teablair, Ross. April 27, at 1; Mackay's-inn, North Kessock, Ross-shire. *Seq.* April 16.

HAY, ALEXANDER, Farmer, Stockley, Mortlach, Banff. May 1, at 2; Fife Arms-inn, Dufftown. *Seq* April 14.

JOHNSTONE, WILLIAM WALLACE, Nursery & Market Gardener, Brahnill Links, Monifieth. April 30, at 12; Royal Hotel, Dundee. *Seq.* April 18.

MATHER, JOHN, Cattle Dealer & Grazier, Dollar. May 1, at 12; Waters' Crown Hotel, Alloa. *Seq.* April 18.

PLOWMAN, HENRY PULSFORD, sometime residing at 7, Marine-parade, Brighton, thereafter at 20, Trafalgar-road, Old Kent-road, London, and now at Linlithgow. May 1, at 3; Star & Garter Hotel, Linlithgow. *Seq.* April 23.

SOMMERVILLE, JAMES, & Co., Muslin Manufacturers & Warehousemen, 114, Candleriggs-street, Glasgow, & James Sommerville, Muslin Manufacturer & Warehouseman, the sole partner. May 1, at 12; Faculty Hall, St. George's-place, Glasgow. *Seq.* April 20.

TAIT, JAMES otherwise JAMES LINKLATER TAIT, Merchant, Aberdeen, and residing at 60, North Frederick-street, Edinburgh. May 4, at 11; Stevenson's Rooms, 4, St. Andrew-square, Edinburgh. *Seq.* April 20.